

Institutional Control Plan

HOD Landfill Superfund Site

Antioch, Lake County, Illinois

I. Description of the Site and Site Remedy

The HOD Landfill Superfund Site (Site) is located on the eastern boundary of the Village of Antioch in Lake County, in northern Illinois. The Site consists of approximately 51 acres of landfilled area. The Site is comprised of two former landfill areas, identified as the “old landfill” and “new landfill.” The “old landfill” consists of 24.2 acres situated on the western third of the Site. The “new landfill” consists of 26.8 acres located immediately east of the “old landfill.” Waste Management of Illinois (WMIL) owns 38.4 acres of the former landfilled area and the Village of Antioch owns a portion of the “new landfill” along with neighboring land, for a total of 44.1 acres. The Site is located north of Route 173 and east of McMillen Road in Antioch, Illinois. It is bordered on the south and west by Sequoit Creek. Silver Lake is located approximately 200 feet to the southeast. Attached as Exhibit I are three maps, including a location map (Figure 1), local Site features map (Figure 2) and aerial map of the two landfill sections with parcel ownership identified (Figure 3).

On September 28, 1998 the Regional Administrator of the U.S. Environmental Protection Agency (U.S. EPA) signed the Record of Decision (ROD) for the Site. On April 14, 1999, U.S. EPA issued a CERCLA Section 106(a) Unilateral Administrative Order to five Potentially Responsible Parties, including WMIL and the Village of Antioch. WMIL agreed to implement the selected remedy for the Site as set forth in the ROD, which includes landfill cap improvements, enhanced gas collection and treatment, enhanced leachate collection, leachate treatment, groundwater monitored natural attenuation and institutional controls. On August 28, 2003, an Explanation of Significant Differences (ESD) was issued by U.S.EPA to remove aspects of the remedy that were unnecessarily impeding the reuse of the Site.

On November 12, 2003, U.S. EPA issued a Ready for Reuse Determination for the Site in accordance with EPA’s Superfund Redevelopment Initiative. Following that Determination and under EPA oversight, a portion of the property to the north of the Site and outside the landfilled area was developed into what is now known as the Timothy H. Osmond Memorial Park. The park currently features a playground, little league baseball fields, and other fields for recreational use. The western half of the Site (“old landfill”) was developed into a sports field complex for Antioch High School District 117. The High School developed a football practice facility, softball, soccer and field hockey fields. Additionally, the Village of Antioch uses a portion of the “new landfill” as a practice field for the “Viking Football” league. Thus, the majority of the Site is open to, and routinely utilized by the public in accordance with the approved end use plan. Other than a gate across the Site access road, from McMillan Road, and gate and fencing to limit access to a small area for landfill appurtenances, there are no access controls currently in place at the Site. The current uses of the Site are shown on the aerial photograph from March 11, 2017 that is included as Figure 3.

The seven parcels that comprise the Site are shown on Figure 3. WMIL and the Village of Antioch own these parcels. WMIL is the owner of parcels identified by Tax-ID Numbers 02-08-400-018, 02-08-400-019, 02-08-400-020, 02-08-400-021, and 02-09-300-011. The Village of Antioch is

the owner of parcels identified by Tax ID Numbers 02-08-400-007, and 02-09-300-012. As shown on Figure 3, these seven parcels include the entire landfilled area and some additional area outside of the waste limits at the Site.

U.S. EPA has completed three Five-Year Review (FYR) Reports for the Site, with the Third FYR Report issued on September 24, 2015. The Third FYR Report concluded that the remedy at the Site protects human health and the environment and is functioning as intended. The Third FYR identified the need for final implementation of institutional controls in order to assure long term protectiveness.

II. Areas of Institutional Control

Institutional controls are administrative and legal controls that help to minimize the potential for exposure to contamination and protect the integrity of the remedy. Institutional controls are required by U.S. EPA to assure long-term protectiveness for areas which do not allow for unlimited use or unrestricted exposure (UU/UE). The FYR Report summarizes institutional controls currently in place at the Site and outlines recommendations with regard to future institutional controls to be implemented. The current institutional controls in place at the Site generally include local zoning, access controls, and local ordinances. The parcels owned by WMIL are zoned as M2 by the Village of Antioch. This designation covers special use manufacture and industrial purposes and includes landfills. Access controls have been imposed to restrict access to portions the Site. The use of groundwater as a potable water source (i.e. private wells) is restricted by the Village of Antioch ordinances codified in Village of Antioch Code Sections 8-1-1 and 8-2-3-1 (attached as Exhibit 2). These Code sections require connection to municipal drinking water service within the Village, where present. The Village of Antioch is responsible for implementing and enforcing the zoning and ordinance restrictions and is expected to confer with U.S.EPA regarding whether the ordinances need to be revised.

The Village is responsible for all new development within its boundaries. As such, the Village maintains a comprehensive plan for development. The area in the vicinity of the Site is identified as “open space” in that no new development is currently anticipated. In addition to local zoning, potential development in the vicinity of the Site is likely limited by a number of physical factors, the most significant of which is the defined floodplain. Areas to the north, east, and south of the Site are within the floodplain as identified by Lake County. As such, development would be prohibited.

The ROD requires deed restrictions or covenants for the Site that will notify a potential purchaser of the past landfill activities and restrict its subsequent land uses in order to ensure the continued integrity of the remedy. As identified in Section III below, specific requirements for these restrictions were conveyed to WMIL by U.S. EPA letter dated August 14, 2007 and an e-mail dated June 1, 2010. WMIL submitted a draft IC Plan to U.S. EPA on July 10, 2010. U.S.EPA provided comments on the draft IC Plan to WMIL on April 30, 2019. To achieve implementation of these institutional controls, WMIL plans to fully implement this plan and, along with the Village of Antioch, U.S. EPA and Illinois EPA, execute environmental covenants pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA). One uniform environmental covenant (UEC) will be executed for the WMIL parcels and one UEC will be executed for the Village of Antioch parcels. The UEC’s planned for the Site will include activity and use limitations that will:

(1) restrict groundwater use, (2) prohibit interference with the remedy, including but not limited to the landfill cap and, (3) prohibit residential type uses of the Site. Areas restricted by the environmental covenants will include the seven parcels that include the Site as identified by the legal descriptions of each parcel. These legal descriptions for the WMIL parcels are set forth in the title commitments attached as Exhibits 3, 4, and 5. WMIL has included a draft UEC that is proposed for implementation at its parcels in Exhibit 6. WMIL has provided a draft UEC to the Village, which is attached as Exhibit 7.

III. Institutional Control Implementation Activities

By letter dated August 14, 2007 and e-mail correspondence dated June 1, 2010, May 15, 2019 and May 24, 2019 U.S. EPA identified certain issues to be addressed and included in this Institutional Control Plan. The following summarizes WMIL's responses to each issue.

1. Legal Description and Certification of Current Property Ownership with No Encumbrances. Legal descriptions of each of the parcels that include the Site are provided in the November 2007, June 2010, and May 2019 title commitments attached as Exhibits 3, 4, and 5. WMIL submitted the 2007 title commitment (Exhibit 3) to U.S. EPA on November 16, 2007. In June 2010 and May 2019, WMIL obtained updated title commitments (Exhibit 4 and 5) to ensure that no recent activity has affected the Site area. The commitments confirm the ownership interests outlined above and provides information as to deed restrictions regarding the Site. The commitments make clear that there are currently no liens, encumbrances or deed restrictions in place on any of the parcels that are inconsistent with the remedy being implemented at the Site or the restrictions contained within the draft environmental covenants.

2. Maintenance of Parcel Boundaries, Enforcement of Institutional Control Restrictions and Site Inspections. Use and activity restrictions set forth in the draft environmental covenants will apply to all the parcels identified in Section I and shown on Exhibit 1, Figure 3. WMIL will periodically monitor the Site to ensure that parcel boundaries are maintained, use and activity restrictions are enforced and that no significant settling and/or soil erosion is occurring within the landfill footprint. WMIL will provide U.S. EPA, as part of its current reporting requirements, a report as to compliance with applicable use restrictions and compliance with the inspection requirements as set forth in this plan.

3. Execution and Recording of Environmental Covenant. WMIL will work with the interested parties to ensure that the environmental covenants are executed and properly recorded with the Lake County Recorder's Office within 30 days after final execution by all parties. WMIL will send copies of the environmental covenants in recorded form to U.S. EPA and the other parties as identified in the environmental covenants.

IV. Evaluation of Institutional Control Activities

In the Third FYR Report, U.S. EPA identified activities to be addressed with regard to ICs at the Site. The following summarizes WMIL's evaluation of ICs currently in place and describes and addresses additional long-term ICs that may be necessary for final implementation of long-term ICs at the Site.

1. Review of Current ICs to Ensure Use Restrictions Currently in Place are Protective, Enforceable, and Run with the Land. WMIL has agreed to complete, monitor and maintain the remedial action selected for the Site. As part of that agreement, WMIL provides U.S.EPA and Illinois Environmental Protection Agency (IEPA) with annual reports. WMIL will provide a discussion of institutional and administrative controls in the annual reports. The discussion will include a summary of periodic site visits/inspections, or any potentially unauthorized or undesirable activities in the vicinity of the Site.

2. Title Work. Crucial to completing final implementation of ICs at the Site is verification through title work that use restrictions appear in the chain of title and that there are no further encumbrances at the Site. Legal descriptions of each of the parcels owned by WMIL that make up the Facility are included in the 2007, 2010, and 2019 Title Commitments (Exhibits 3, 4 and 5). In May 2019, WMIL obtained the 2019 Title Commitment to ensure that no recent activity has occurred with regard to the parcels that make up the Site. The title commitments confirm the ownership interests outlined in this Plan. In summary, the title commitments make clear that there are currently no liens, encumbrances or deed restrictions in place on any of the parcels that are inconsistent with the remedy implemented at the Site or the long-term operation and maintenance activities on Site. The Village of Antioch is expected to provide the title commitments for the parcels that are owned by the Village.

3. Maps to Depict Current Site Conditions Which do not Allow for UU/UE. As shown on Figure 3, UEC's will be in place for each of the seven parcels that include the Site.

4. Long-Term Stewardship. WMIL is undertaking the following long-term stewardship procedures, identified by U.S. EPA in the Third FYR Report to ensure long-term protectiveness of the Site.

(a) Inspections. In accordance with Sections 8.0 of the Final Operation and Maintenance Plan for the Site (O & M Plan), WMIL performs periodic inspections, monitoring, and testing at the Site to ensure that the remedial systems in place at the Site remain effective. Monitoring, inspection, and testing reports are prepared and submitted to U.S. EPA and IEPA at least annually in accordance with Section 8.3 of the O & M Plan.

(b) Review and Revision of O & M Plan. Revision of the O & M Plan is not necessary for continued long-term effectiveness of ICs at the Site. As stated in section (a) above, the O & M Plan currently provides for annual inspections and reporting. Section 8.3 of the O & M Plan envisions additional types of "miscellaneous reports" such as an annual summary report related to ongoing monitoring and reporting activities with regard to ICs at the Site.

(c) Communications Plan. For continued long-term effectiveness of ICs at the Site, U.S. EPA indicated in the Third FYR Report that a communications plan may be necessary to ensure that lines of communication are clear for IC monitoring, maintenance, and enforcement. The primary objective of a communications plan for the Site is to establish a procedure to ensure that communication lines between WMIL and the Village, and/or State and Federal officials are open and effective to ensure that no inappropriate land use occurs at the Site. This includes, for example, necessary communications in the event that building or well permits are issued and/or acted upon in violation of Village zoning requirements.

As part of the communications plan for the Site, WMIL will notify U.S. EPA, IEPA, and Village of Antioch via phone or e-mail within 7 days of verification if it has knowledge of any of the following activities occurring at the Site:

1. Any activity that is inconsistent with deed restrictions recorded against any of the parcels that make up the Site;
2. Any activity that is or may be in violation of County or State prohibitions against the construction of wells, buildings or other structures on Site; and
3. Any activity on Site that could interfere with the remedy or ICs in place.
4. Implementation of a contingency action due to changes in the known horizontal or vertical extent of groundwater or soil contamination or changes in the Site boundaries.

Site contacts are as follows:

WMIL

Mr. Michael Peterson, District Manager
c/o Waste Management of Illinois, Inc.
W124 N9355 Boundary Road
Menomonee Falls, Wisconsin 53051
e-mail: mpeterson@wm.com
Phone: 262-509-5638

Illinois Environmental Protection Agency

Ms. Melinda Shaw
IEPA
1021 North Grande Ave, East
Springfield, Illinois
e-mail: melinda.shaw@illinois.gov
Phone: 217-785-8725

Region V Environmental Protection Agency

Ms. Karen Mason-Smith, Remedial Project
Manager
USEPA – Region 5
Superfund Division (SR-5J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590
e-mail: Mason-smith.karen@epa.gov
Phone: 312-886-6150

Village of Antioch

Mr. Jim Keim
Village of Antioch Administrator
874 Main Street
Antioch, Illinois 60002
e-mail: jkeim@antioch.il.gov
Phone: 847-395-1000

V. Summary

WMIL understands that IC's are generally implemented as multiple "layers" to minimize the potential for undesirable actions at the Site. As such, the UEC's that will be in place across the seven parcels that comprise the Site, along with the existing access controls, local zoning, and local ordinances will protect the remedy at this Site in those areas where public access has been encouraged.

WMIL will relay U.S. EPA's request that the Village update its ordinance regarding private well installation. This process will likely take some time and is outside of WMIL's control.

VI. Institutional Controls Action Plan

In summary, the following actions are required for complete institutional control plan implementation:

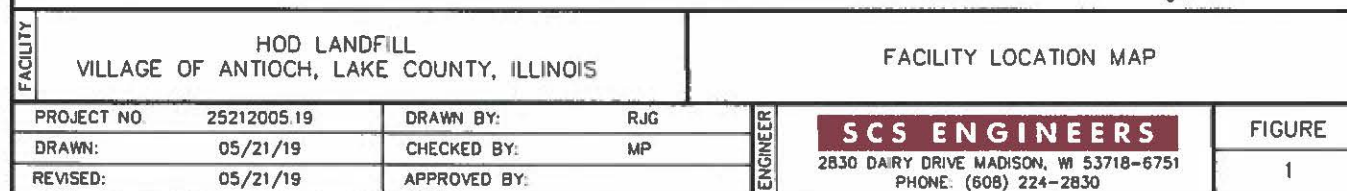
Action	Responsible Entity	Oversight Entity Lead	Planned or Actual Completion Date
1. Submit Institutional Control Plan and draft environmental covenants to U.S. EPA for review	WMIL	U.S. EPA	July 21, 2010
2. Obtain a title commitments for the Site to confirm no encumbrances on Site	WMIL	U.S. EPA	Completed November 2007, June 2010, & May 2019
3. Finalize environmental covenants	WMIL & the Village of Antioch	U.S. EPA	2019
4. Record environmental covenants with the Lake County Recorder's Office	WMIL	U.S. EPA	Within thirty (30) days of final execution of each environmental covenant
5. Annual reporting regarding implementation of institutional control plan (monitoring and inspection requirements) for the Site	WMIL	U.S. EPA	Yearly as part of annual reporting requirements

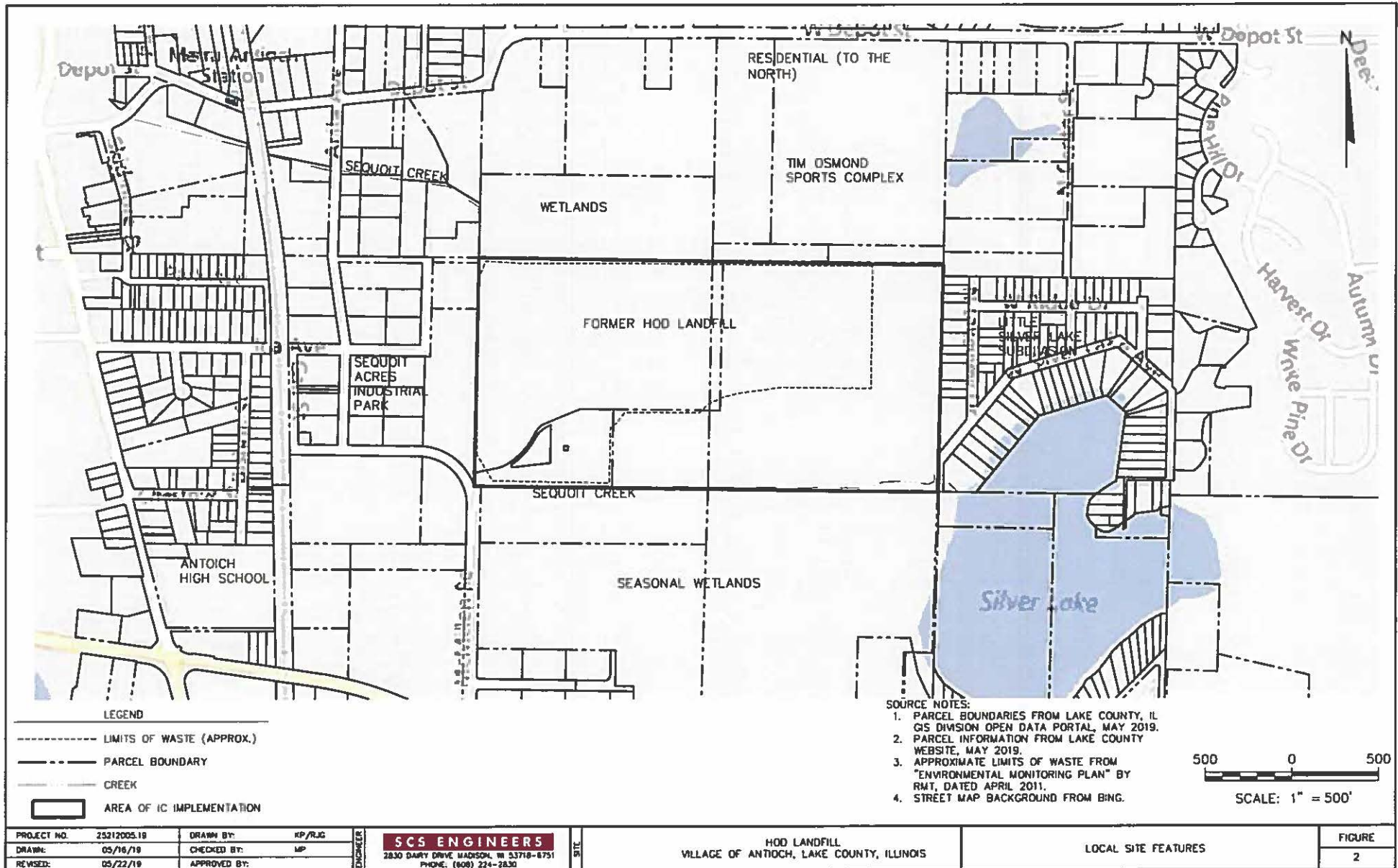
VII. Attachments

- Exhibit 1: Site Location Map, Aerial Photograph of Site, Map of landfill areas
- Exhibit 2: Village of Antioch Code Sections 8-1-1 and 8-2-3-1
- Exhibit 3: November 2007 Title Commitment for the Site
- Exhibit 4: June 2010 Title Commitment for the Site
- Exhibit 5: May 2019 Title Commitment for the Site
- Exhibit 6: Draft Environmental Covenant for the WMIL parcels
- Exhibit 7: Draft Environmental Covenant for the Village of Antioch parcels

EXHIBIT 1

Site Location Map, Aerial Photograph of Site, Map of Landfill Areas







LEGEND

- LIMITS OF WASTE (APPROX.)
- PARCEL BOUNDARY
- ① PARCEL ID
- AREA OF IC IMPLEMENTATION

X

VOLATILE ORGANIC COMPOUNDS (VOCs) PRESENT AT CONCENTRATIONS ABOVE DRINKING WATER STANDARDS IN THE DEEP SAND AND GRAVEL AQUIFER (DSGA) AT US-3D

X

VOCs PRESENT OCCASIONALLY AT CONCENTRATIONS ABOVE DRINKING WATER STANDARDS IN SHALLOW SAND AND GRAVEL UNIT (SSG) AT W-6S

NOTES:

1. THE MAJORITY OF THE SITE IS OPEN TO AND ROUTINELY UTILIZED BY THE PUBLIC IN ACCORDANCE WITH THE APPROVED END USE PLAN. OTHER THAN A GATE ACROSS THE SITE ACCESS ROAD FROM MCMILLAN ROAD, AND GATE AND FENCING TO LIMIT ACCESS TO A SMALL AREA (APPROX. 15,000 SF) FOR LANDFILL APPURTENANCES (i.e., COMPRESSOR, FLARE, LEACHATE STORAGE TANK), THERE ARE NO ACCESS CONTROLS CURRENTLY AT THE SITE.

SOURCE NOTES:

1. PARCEL BOUNDARIES FROM LAKE COUNTY, IL GIS DIVISION OPEN DATA PORTAL, MAY 2019.
2. PARCEL INFORMATION FROM LAKE COUNTY WEBSITE, MAY 2019.
3. APPROXIMATE LIMITS OF WASTE FROM "ENVIRONMENTAL MONITORING PLAN" BY RMT, DATED APRIL 2011.
4. AERIAL BACKGROUND FROM ARCMAP DATED 3/11/17.



SCALE: 1" = 400'

PROJECT NO.	25212005.19	DRAWN BY:	KP/RJG
DRAWN:	05/16/19	CHECKED BY:	MP
REVISED:	07/09/19	APPROVED BY:	

ENGINEER	SCS ENGINEERS
	2830 DAIRY DRIVE MADISON, WI 53718-6751
	PHONE: (608) 224-2830

SITE	HOD LANDFILL VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS
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INSTITUTIONAL CONTROL (IC), PROPOSED ICs	FIGURE 3
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EXHIBIT 2

Village of Antioch Code Sections 8-1-1 and 8-2-3-1

Chapter 1

COMBINED WATERWORKS AND SEWERAGE SYSTEM

8-1-1: MANDATORY CONNECTIONS REQUIRED:

- A. **Use Of Public Water Supply And Sewer Required:** It shall be the duty of the owner, occupant or party or parties in possession of any house, structure, factory, industrial or commercial establishment or any other building of any other character located on property abutting on the public waterworks and sewerage system, to cause such house, structure, factory, industrial or commercial establishment or any other building of any other character to be connected with the said waterworks and sewerage system within ninety (90) days from the date that water or sewerage facilities become available to such property, whichever is the event last to occur. (1976 Code § 52.009)
- B. **Mandatory Water Supply And Sewer Extensions:** Any person required under the provisions of this chapter to connect to the public water system of the village or any person desirous of connecting to the public water system is required, at his expense, to extend any water line through the entire frontage or depth of the person's property as the case may be, to the end of the person's property line. It is the intent of this subsection to provide that all extensions of public water lines shall be to the end of any person's property, thus making future extensions more readily accessible to adjacent property owners. (1976 Code § 52.011)
- C. **Enforcement:** A copy of this chapter, properly certified by the village clerk, shall be filed in the office of the recorder of deeds of Lake County, and shall be deemed notice to all owners of real estate of their liability for service supplied to any user of the service of the combined waterworks and sewerage system of the village on their properties, and it shall be the duty of the village clerk and such other officers of this village to take all action necessary or required by the laws of the state of Illinois thereunto enabling to file all claims and liens for money due to the village and to prosecute and enforce such claims in the manner, form and time as permitted by the laws of the state of Illinois. (1976 Code § 52.010)

8-1-2: APPLICATION REQUIRED:

No person shall make any connection to the water mains or the sewer mains of the combined waterworks and sewerage system of the village, except upon written application to the village clerk and the issuance of a permit by the village clerk for the connection. Each application shall state the name of the applicant, the permit desired, the location to be used, and the fees to be paid; and each application shall contain all additional information needed for the proper guidance of the village officials in the issuing of a permit. (1976 Code § 52.001)

8-1-3: WATER AND/OR SEWER INSPECTION FEES:

See section 13-1-2 of this code. (Ord. 05-12-27, 12-19-2005)

8-1-4: WATER AND SEWER CONNECTION FEES AND SUBCLASSES:

See section 13-1-3 of this code. (Ord. 05-12-27, 12-19-2005)

8-1-5: TRUNK LINE IMPROVEMENT CHARGE:

- A. There is established a trunk line improvement charge (TLIC), to provide the village with funds for the future expansion or improvement of sanitary sewer facilities and the Main Street trunk line or the Poplar Avenue/Cunningham Lane interceptor sewer.
- B. The TLIC shall apply to sanitary sewer connections from areas annexed to the village or presently within the village limits which are not served with sanitary sewage facilities as of April 2, 1979, which areas are tributary to the Main Street trunk line or the proposed Poplar Avenue/Cunningham Lane interceptor sewer. The TLIC will not include any area within the village presently served by sanitary sewer facilities.
- C. The TLIC shall be payable at the time a building permit is requested in regard to any area which is tributary to the Main Street trunk line and the proposed Poplar Avenue/Cunningham Lane interceptor sewer.
- D. The final determination as to whether an area is tributary to the Main Street trunk line and/or the proposed Poplar Avenue/Cunningham Lane interceptor sewer shall be made by the village engineer, and the opinion of the village engineer shall be binding on all applicants for building permits.
- E. The TLIC shall be calculated on the "population equivalent" (PE), as defined in section 8-2-1-7 of this title, and charged as follows:
 - 1. Seventy two dollars (\$72.00) per PE connected in regard to any property tributary to the Main Street sanitary sewer. For the purposes of this section, any property tributary to the Main Street sanitary sewer shall be considered as also being tributary to the proposed Poplar Avenue/Cunningham Lane interceptor sewer.
 - 2. Ten dollars (\$10.00) per PE connected in regard to any property tributary only to the proposed Poplar Avenue/Cunningham Lane interceptor sewer.
 - 3. The charges set forth herein shall be increased at an annual rate determined by the cost of living index as prepared by the federal government from April 2, 1980, to the present date.
- F. All fees collected pursuant hereto shall be kept in a separate TLIC account by the village treasurer and expended as hereinafter provided.
- G. At such time that the mayor and village board of trustees shall determine that improvements are required to the Main Street trunk line or that the Poplar Avenue/Cunningham Lane interceptor sewer shall be installed, those funds, or any portion thereof, as determined by the village board of trustees, collected pursuant hereto, shall be used for said improvements. (1976 Code § 52.012)

8-1-6: REVENUE REGULATIONS:

See section 13-1-4 of this code. (Ord. 05-12-27, 12-19-2005)

8-1-7: PERMITS REQUIRED:

No connection shall be made with the combined waterworks and sewerage system without the signed permit of the village clerk. Any connections or opening made with the waterworks and sewerage system without such signed permit or in any manner different from the mode prescribed for such opening or connection, shall subject the maker to a penalty hereinafter provided. (1976 Code § 52.006)

8-1-8: SPECIFICATIONS AND RULES:

The mayor and village board of trustees, and the superintendent of waterworks and sewerage system, are authorized to make such rules and regulations consistent with this chapter for the connections to the waterworks and sewerage system, specifying the types and sizes of pipes and all the other appurtenances and extensions thereto, and amend the same from time to time as may be deemed necessary. All service pipes and connections to the combined waterworks and sewerage system shall comply with the said specifications and rules for connection to the waterworks and sewerage system shall be subject to a penalty as hereinafter provided. (1976 Code § 52.007)

8-1-9: RIGHT OF ACCESS FOR OPERATION AND MAINTENANCE OF SYSTEM:

Employees of the waterworks and sewerage system shall have the right of access to any premises served by the combined waterworks and sewerage system for the purpose of reading water meters at regular prescribed intervals, or for the purpose of making inspections in order to maintain in good condition and provide for the protection of said combined system and the efficient management thereof. Where such inspections are not of an immediate or urgent nature, employees of the combined system shall arrange for appointments mutually convenient to the persons of the premises served by the employees. Any person refusing the right to permit the employees of the waterworks and sewerage system the above described right of access to his premises shall be subject to cessation of utility services until the required opportunity to inspect is accorded the officers or employees of the village. (1976 Code § 52.008)

8-1-10: PROCEDURES FOR WATER AND SEWER MAIN EXTENSIONS:

Should any property owner, lessor or developer of any property outside the village limits request the village to extend its municipal sanitary sewer or water supply so as to serve their property, then, prior to any hookup to the municipal sewer and water facilities, the property owner must agree to the following:

- A. If the property owner is contiguous to the village, he is required to file a petition to annex his property to the village.

- B. If the property owner is not contiguous to the village then the property owner must enter into a written agreement with the village that when they become contiguous, they will petition to annex into the village. A form of the agreement is attached to ordinance 91-3-13, passed March 25, 1991.
- C. In addition, the requesting property owner must pay for all costs for hooking up to the sanitary sewer system and municipal water supply including any fees, costs of extending sewer and water lines, engineering costs, legal fees, annexation fees and any other fees requested by the village to connect onto the sanitary sewer and water supply of the village. (1976 Code § 52.018)

8-1-11: ADDITIONAL REGULATIONS:

- A. Subsoil Drains: Where subsoil drains are used to surround the outer walls of a building, they may be made of corrugated plastic drainage tubing and fittings, not less than four inches (4") in diameter. When the building is subject to backwater, the subsoil drain shall be protected by an accessibly located backwater valve. Subsoil drains may discharge in a properly trapped area drain or sump. Where a storm sewer is provided, the subsoil drain will connect directly to the storm sewer. (1976 Code § 52.015)
- B. Sump Pump Discharge:
1. Any new subdivision or planned unit development shall provide for all newly constructed buildings a sump pump discharge line which shall be connected to a storm sewer, where said storm sewer is located within easements or rights of way immediately adjacent to the lot in question.
 2. In existing subdivision or planned unit developments already approved by the village which have developed lots or vacant lots, said subdivisions or planned unit developments shall provide on newly constructed buildings for connection to the storm sewers, as long as said storm sewers are adjacent to the lot. If it is impractical to connect to the existing storm sewer because of expense or lack of proper hookup facilities, then the sump pump discharge lines can be located on the surface of the lot at minimum distance from the property lines as determined by the setback and side yard requirements for that principal structure or ten feet (10'), whichever is greater. The department of public works shall determine whether it is too expensive or impractical to hook the sump pump discharge line to the storm sewer. (1976 Code § 52.019)
- C. Lawn And Landscape Sprinkler Systems: Prior to the installation of any lawn sprinkling system a permit from the village must be obtained. The permit fee shall be not less than fifty dollars (\$50.00) and may increase based upon the number of inspections. The installation of said lawn and landscaped sprinkling systems must be in accordance with all state statutes and local ordinances, and the like. (1976 Code § 52.017)
- D. Prohibited Drainage: Stormwater shall not be drained into sewers intended for sanitary sewers only. (1976 Code § 52.016)

8-1-12: PENALTY:

Refer to subsection 1-3-1A of this code for a schedule of fines applicable to specifically identified offenses. Any person who violates any provision of this chapter that is not listed on the schedule set forth in

subsection 1-3-1A of this code may be fined pursuant to the general penalty set forth in section 1-3-1 of this code. Each day that a violation is found to exist constitutes a separate violation. A determination by a court that a violation of this chapter has taken place and the assessment of a penalty thereof shall not preclude the village from seeking a recovery of any unpaid charges, fees or other sums due the village under this chapter or other ordinances because of the furnishing by the village of its utility services. (Ord. 10-04-07, 4-5-2010)

ARTICLE A. WATER AND SEWER RATES AND CHARGES

8-1A-1: WATER AND SEWER SERVICE CHARGES:

There are hereby established rates and charges for the use of the services supplied by the combined waterworks and sewerage system of the village, based upon the amount of water consumed, as shown by water meters as follows:

A. Users Within Corporate Limits:

1. **Water Service Charge Bimonthly:** For each residential, commercial, industrial and municipal user of the water service of the combined waterworks and sewerage system, there shall be a bimonthly charge or rate based upon the amount of water consumed each bimonthly period as follows:

The minimum charge for water service applicable to each single metered account shall be twelve dollars (\$12.00) each bimonthly period and six dollars (\$6.00) each bimonthly period for each additional unit served through a single connection.

Metered water flow charges shall be two dollars fifty eight cents (\$2.58) per each one thousand (1,000) gallons used effective August 1, 2013. On each subsequent August 1, the rate will increase by three percent (3%) to meet the needs of the increasing operating costs without the need of further action by the corporate authorities.

2. **Sewer Service Charges Bimonthly:** For each residential, commercial, industrial and municipal user of the sewer service of the combined waterworks and sewerage system, there shall be a bimonthly sewer charge based upon the amount of water consumed each bimonthly period. This bimonthly sewer charge shall consist of two (2) separate components, being a minimum charge and a user rate. The user rate is divided into two (2) service areas, one serviced by the Antioch municipal wastewater treatment plant and one serviced by the Lake County public works wastewater treatment plant.

- a. **Minimum Charges:** The minimum charge applicable to each additional unit served through a single sewer tap shall be fifty percent (50%) of the charge applicable to single metered connections. These are calculated as follows:

Each Metered User	Each Additional Unit
\$26.00	\$13.00

- b. **Bimonthly User Rates:**

- (1) West Service Area: In the west service area, metered water flow charges shall be four dollars twelve cents (\$4.12) per each one thousand (1,000) gallons effective August 1, 2013. Each subsequent year the rate will increase by three percent (3%) to meet the needs of the increasing operating costs without the need of further action by the corporate authorities.
- (2) East Service Area: In the east service area, metered water flow charges shall be four dollars twelve cents (\$4.12) per each one thousand (1,000) gallons effective August 1, 2013. Each subsequent year the rate will increase by three percent (3%) to meet the needs of the increasing operating costs without the need of further action by the corporate authorities. Additionally, in the event the Lake County department of public works increases its treatment fees, the rate will increase proportionally to those increases without the need of further action by the corporate authorities.

c. Appropriation Of Funds:

- (1) East Service Area: The bimonthly sewer charges for sewer service applicable to each single metered connection in the east service area shall be received as restricted funds to be used for the following:
 - (A) To pay fixed expenses applicable to the operation and maintenance and replacement of the sewer collection system;
 - (B) To pay the treatment charges imposed by the Lake County department of public works.
- (2) West Service Area: The bimonthly sewer charges for sewer service applicable to each single metered connection in the west service area shall be received as restricted funds to be used for the following:
 - (A) To pay fixed expenses applicable to the operation and maintenance and replacement of the sewer collection system;
 - (B) To pay fixed expenses applicable to the operation and maintenance of the wastewater treatment plant; and
 - (C) To pay a proportional share of any applicable annual debt service requirements of bonds or loans applicable to the water treatment plant.

B. Users Outside Corporate Limits:

1. Each user of the combined system of the village located outside the corporate limits shall be billed at the rate of two hundred percent (200%) of the rate charged to properties within the corporate limits as set out in subsection A of this section.
2. For those properties served by the Oakwood Knolls Water Association the minimum charge for water service applicable to each single metered account shall be twelve dollars (\$12.00) each bimonthly period and six dollars (\$6.00) each bimonthly period for each additional unit served through a single connection. Metered water flow charges shall be billed at the rate charged to properties within the corporate limits as set out in subsection A of this section.

C. Water Service Only: For each user of the water service only of the combined system within the corporate limits there shall be a bimonthly charge based upon the amount of water consumed each bimonthly

period as follows:

Each one thousand (1,000) gallons at two dollars fifty eight cents (\$2.58) per one thousand (1,000) gallons.

Metered water flow charges shall be two dollars fifty eight cents (\$2.58) per each one thousand (1,000) gallons used effective August 1, 2013. On each subsequent August 1, the rate will increase by three percent (3%) to meet the needs of the increasing operating costs without the need of further action by the corporate authorities.

The minimum charge for water service only shall be twelve dollars (\$12.00) each bimonthly period.

- D. Sewer Service Only: For each nonmetered user of the sewerage system within the corporate limits there shall be a flat rate charge of eighty six dollars (\$86.00) each bimonthly period. The flat rate charge is computed in the following manner:

Basic user charges	\$16.00
Debt service charge	10.00
Usage rate to 15,000 gallons	60.00
Total nonmetered use	\$86.00

On August 1, 2014, and on each subsequent August 1 thereafter, the usage rate will increase by three percent (3%) to meet the needs of the increasing operating costs without the need of further action by the corporate authorities.

In the event usage of the wastewater facilities is determined to be in excess of fifteen thousand (15,000) gallons per bimonthly period, the village may require such flat rate user to install metering devices on the water supply or sewer main to measure the amount of services supplied.

- E. Multiple-Unit Users: A "multiple-unit user" is defined as any additional number of family or commercial units located on the same premises, or being served through a single water meter or sewer connection, where there are no separate water meters for each unit, such as apartment buildings, more than one commercial unit in the same building, or commercial and residential units located in the same building. In all such cases, there shall be an additional basic user charge and debt service charge for each additional unit provided with water and sewer service and served by the single connection. The additional charges applicable to the number of units served through the single connection shall be added to the single metered connection for services. (Ord. 13-12-24, 12-16-2013)

8-1A-2: WASTEWATER SERVICE CHARGES:

8-1A-2-1: BASIC DATA FOR WASTEWATER SERVICE CHARGES:

The user charge system hereinafter set forth has been developed from data outlined in the report of McClure Engineering Associates, Inc., Waukegan, Illinois, entitled "Report On The Revisions Of The User

Charges Of The Wastewater System Of The Village Of Antioch, Lake County, Illinois", said report being incorporated herein by reference and which shall constitute the basis for determining user charges in the village. (1976 Code § 51.005)

8-1A-2-2: BASIS FOR WASTEWATER SERVICE CHARGES:

- A. The wastewater service charges for the use of and for services supplied by the wastewater facilities of the village shall consist of a basic user charge to pay expenses for operation, maintenance and replacement of the system, a fixed debt service charge, variable debt service rate and a surcharge, if applicable.
- B. The basic user charge shall be based on water usage as recorded by water meters or sewage meters for wastes having the following normal volume and concentrations:
1. A flow of four thousand (4,000) gallons per bimonthly period.
 2. A five (5) day, twenty degree centigrade (20°C) biochemical oxygen demand (BOD₅) of two hundred milligrams per liter (200 mg/l).
 3. A suspended solids content of two hundred forty milligrams per liter (240 mg/l).
 4. Ammonia nitrogen content of thirty milligrams per liter (30 mg/l).
 5. A phosphorus content (P) of twenty five milligrams per liter (25 mg/l).
- C. It shall consist of operation and maintenance costs plus replacement, and shall be computed as follows:
1. Estimate the projected annual revenue required to operate and maintain the wastewater facilities, including a replacement fund, for the next fiscal year for all works categories.
 2. Proportion the estimated costs to wastewater facility categories by volume, suspended solids, BOD₅ and phosphorus.
 3. Estimate waterworks volume, pounds of SS, pounds of BOD₅ and pounds of phosphorus to be treated.
 4. Compute units costs for volume (dollars per 1,000 gallons), for SS (dollars per pound), for BOD₅ (dollars per pound), for ammonia nitrogen (dollars per pound), and for phosphorus (dollars per pound).
 5. Compute costs per one thousand (1,000) gallons for volume, SS, BOD₅, NH₃ and phosphorus at normal sewage strength. Add these costs to determine the charge for operation and maintenance, including replacement. (1976 Code § 51.006)
- D. There is hereby established a debt service charge in the amount as established in section 8-1A-1 of this article per bimonthly period for each single metered user served by the sanitary sewer system of the village, and in the amount as established in section 8-1A-1 of this article per bimonthly period for each additional user or unit served through a single meter. A component of the debt service charge in the amount of four dollars (\$4.00) per bimonthly period applicable to each single metered or multiple-unit

user shall be separately allocated by the village for payment of a loan under the Illinois environmental protection agency revolving loan program. (1976 Code § 51.006; amd. Ord. 02-03-10, 3-18-2002; Ord. 08-04-07, 4-7-2008)

- E. 1. In the event use of the wastewater facilities by nonresidential users is determined by the superintendent to include wastes in addition to average strength domestic waste, the user shall pay a surcharge cost in addition to the debt service charge, the basic user charge and the basic user rates.
2. A surcharge will be levied upon all users whose wastes exceed the normal concentrations for BOD₅ (200 mg/l), SS (240 mg/l), NH₃ (30 mg/l) and phosphorus (25 mg/l). The surcharge will be based on water usage as recorded by water meters and/or sewage meters for all wastes which exceed the concentrations for BOD₅, SS, ammonia nitrogen and phosphorus content, respectively. Section 8-1A-2-5 of this article specifies the procedure to compute a surcharge. (Ord. 13-12-24, 12-16-2013)

8-1A-2-3: MEASUREMENT OF FLOW:

- A. The volume of flow used for computing basic user charges and surcharges shall be the metered water consumption read to the lowest even increments of one thousand (1,000) gallons.
- B. If the person discharging wastes into the public sewers procures any part, or all, of his water from sources other than the public waterworks system, all or a part of which is discharged into the public sewers, the person shall install and maintain, at his expense, water meters of a type approved by the superintendent for the purpose of determining the volume of water obtained from these other sources.
- C. Devices for measuring the volume of waste discharged may be required by the superintendent if these volumes cannot otherwise be determined from the metered water consumption records.
- D. Metering devices for determining the volume of waste shall be installed, owned and maintained by the person. Following approval and installation, these meters may not be removed without the consent of the superintendent. (1976 Code § 51.007)

8-1A-2-4: SURCHARGE RATE:

The rates of surcharge shall be as follows:

For biochemical oxygen demand (BOD ₅)	\$0.19 per pound
For suspended solids (SS)	0.10 per pound
For ammonia nitrogen (NH ₃)	0.53 per pound
For phosphorus content (P)	0.82 per pound

(Ord. 13-12-24, 12-16-2013)

8-1A-2-5: COMPUTATION OF SURCHARGE:

A. The surcharge per person shall be computed by the following formula:

$S = V (0.00834) (A (BOD_5 - 200) + B (SS - 240)) + C (NH_3 - 30) + D (P - 25)$, where		
S	=	Amount of surcharge
V	=	Wastewater volume in 1,000 gallons/billing period
0.00834	=	Unit weight of water x 10^{-6} /1,000 gallons
A	=	Unit charge per pound for BOD_5
BOD_5	=	5 day biochemical oxygen demand, mg/l
200	=	Allowable BOD_5 strength
B	=	Unit charge per pound of SS, mg/l
240	=	Allowable SS, mg/l
C	=	Unit charge per pound of NH_3 mg/l
D	=	Unit charge per pound of P mg/l
30	=	Allowable NH_3 mg/l
25	=	Allowable P mg/l

B. The concentration of wastes used for computing surcharges shall be established by waste sampling. Waste sampling shall be performed as often as may be deemed necessary by the superintendent, and shall be binding as a basis for surcharge. (1976 Code § 51.010)

8-1A-2-6: COMPUTATION OF WASTEWATER SERVICE CHARGE:

The wastewater service charge per person shall be computed by the following formula:

$W = D + M + (V - 4,000) R + S$, where:		
W	=	Amount of wastewater service charge (\$)/billing period
D	=	Debt service charge ¹
M	=	Minimum charge for operation, maintenance and replacement
V	=	Wastewater volume in 1,000 gallons/billing period
4,000	=	Allowable consumption in gallons for the minimum charge
R	=	Basic user rate for operation, maintenance and replacement

S	=	Amount of surcharge ²
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Notes:

1. Section 8-1A-1 of this article.
2. Section 8-1A-2-5 of this article.

(1976 Code § 51.011)

8-1A-3: REGULATIONS RELATING TO RATES:

A copy of the ordinance codified herein, properly certified by the village clerk, shall be filed in the office of the recorder of deeds of Lake County, Illinois. It shall be deemed notice to all owners of real estate of their liability for service supplied to any user of the service of the combined waterworks and sewerage system of the village on their properties. (Ord. 11-07-10, 7-5-2011)

8-1A-4: FREE SERVICE PROHIBITED:

No free service of any of the services supplied by the combined waterworks and sewer system including nonreturned water to the sanitary system shall be supplied by the village to any person, firm, organization or corporate entity, public or private. (Ord. 13-12-24, 12-16-2013)

8-1A-5: CONSTRUCTION CONTRACTORS:

During construction of any building, and before any water meter is installed as is herein provided, the contractor so constructing the building may be permitted to use the village water supply by making application therefor and paying the flat fee prescribed by the village board of trustees. (1976 Code § 51.038)

8-1A-6: BILLING AND PAYMENT:**A. Bills Rendered:**

1. For the purpose of the operation of the combined waterworks and sewerage system, the calendar year shall be divided into six (6) bimonthly periods containing two (2) calendar months and said bimonthly periods shall begin on May 1, July 1, September 1, November 1, January 1 and March 1 of each year. The owner of the premises shall be liable to pay for the service on such premises and the services furnished to the premises by the village of Antioch.

All bills for service shall be billed to the owner of the property and rendered bimonthly within the first seven (7) working days of the month succeeding the period for which the service is billed, and shall be payable no later than the close of business on the thirtieth day following the rendition of the bill. If payment is not made within said thirty (30) day period, a penalty of ten percent (10%) of the amount of the bill shall be added thereto and a late notice will be mailed to the owner. If payment is not made after sixty (60) days a notice of intent to record a lien and intent to shut off services shall be mailed. If

payment is not made after ninety (90) days a notice to lien and shut off service with payment due in five (5) days will be mailed.

2. It is hereby made the duty of the village treasurer of the village of Antioch to render a bill for service and for all rates and charges in connection therewith and to collect all monies due thereon.

B. Delinquent Charges: In the event the charges for service are not paid within ninety (90) days after rendition of the bill for such service, such charges shall be deemed and are hereby declared to be delinquent, and thereafter such delinquencies shall constitute liens upon the real estate for which such service is supplied, and the village clerk is hereby authorized and directed to file a sworn statement showing such delinquencies in the office of the recorder of deeds of Lake County, Illinois, and the filing of such statement shall be deemed a lien and public notice for the payment of such charges for such service. The owner of the property shall be responsible for the payment of fees to record and release such liens as well as an administrative fee of fifteen dollars (\$15.00). (Ord. 13-12-24, 12-16-2013)

8-1A-7: DELINQUENT PAYMENTS:

A. Nonpayment: If the rates or charges for such service are not paid within ninety (90) days after the rendition of the bill for such service, such service shall thereafter be discontinued without further notice and shall not be reinstated until all past due bills including the penalties thereon are paid in full together with payment made of one hundred dollars (\$100.00) for reinstating such service. (Ord. 13-12-24, 12-16-2013)

B. Notice Of Delinquency; Lien:

1. Whenever a bill for water or sewer service remains unpaid for ninety (90) days for bimonthly service after it has been rendered, the village treasurer shall file with the county recorder of deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the village claims a lien for this amount as well as for all charges subsequent to the period covered by the bill.
2. If the consumer whose bill is unpaid is not the owner of the premises and the village treasurer has notice of this, notice shall be mailed to the owner of the premises if his address is known to the village treasurer, whenever the bill remains unpaid for the period of ninety (90) days, or a bimonthly bill after it has been rendered. (1976 Code § 51.039; amd. Ord. 13-12-24, 12-16-2013)
3. The failure of the village treasurer to record the lien or to mail the notice, or the failure of the owner to receive the notice, shall not affect the right to foreclose the lien for unpaid bills as mentioned in subsection B2 of this section. (1976 Code § 51.039)

C. Foreclosure Of Lien: Property subject to a lien for unpaid charges shall be sold for nonpayment of the lien, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. The foreclosure shall be by bill in equity in the name of the village. The village attorney is authorized and directed to institute such proceedings in the name of the village in any court having jurisdiction over such matters against any property for which the bill has remained unpaid ninety (90) days for a bimonthly bill after it has been rendered. (1976 Code § 51.040; amd. Ord. 13-12-24, 12-16-2013)

8-1A-8: WATER SHUTOFF; APPLICATION AND FEE:

Any owner desiring for his convenience a shutting off of the water supply shall make application therefor to the village treasurer and a charge of one hundred dollars (\$100.00) shall be made for shutting off and turning on of the water at the request of any such user. Such shutting off of the water shall not avoid the imposition of and the liability for the payment of minimum basic user charges elsewhere provided in this article. The village reserves the right to refuse to turn water off in the event persons other than the one requesting the shut off are residing in the property. (Ord. 13-12-24, 12-16-2013)

8-1A-9: REVENUES AND ACCOUNTING:

A. Revenues:

1. All revenues and monies derived from the operation of the combined waterworks and sewer system shall be held by the village treasurer separate and apart from her private funds and separate and apart from all other funds of the village, and all of said sum, without any deduction whatever, shall be delivered to the village treasurer not more than ten (10) days after receipt of the same, or at such more frequent intervals as may from time to time be directed by the mayor and board of trustees.
2. The village treasurer shall receive all such revenues from the combined waterworks and sewer system and all other funds and monies incident to the operation of said system as the same may be delivered to her and deposit the same in a separate fund designated as the "waterworks and sewerage fund of the village of Antioch" and said treasurer shall administer such fund in every respect in the manner provided by the applicable provisions of division 139 of article 11 of the Illinois municipal code, approved May 29, 1961, and all laws amendatory thereof and supplementary thereto and as provided in the ordinances heretofore adopted authorizing the issuance of bonds and the loan agreement of said village.

B. Accounting:

1. a. The waterworks and sewerage fund is the principal accounting designation for all revenues received and expenses incurred in the operation of the waterworks and/or sewerage system. These revenues and expenses shall be accounted for so that water system revenues and expenses shall be recorded separately in the waterworks account of the fund and revenues and expenses of the sewerage system shall be recorded separately in the sewer account of the waterworks and sewerage fund. (Ord. 13-12-24, 12-16-2013)
- b. The village treasurer shall establish a proper system of accounts and shall keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relative to the waterworks and sewerage system. At regular annual intervals, he shall cause to be made an audit by an independent auditing concern of the books to show the receipts and disbursements of the waterworks and sewerage system. (1976 Code § 51.044; amd. Ord. 08-02-02, 2-19-2008)
2. In addition to the customary operating statements, the annual audit report shall also reflect the separate revenues and operating expenses of the wastewater facilities, including a replacement cost, to indicate that sewer service charges under the user charge system do in fact meet these regulations. In this regard, the financial information to be shown in the audit report shall include the following:

- a. Flow data showing total gallons received at the wastewater plant for the current fiscal year.
 - b. Billing data to show total number of thousand gallons billed.
 - c. Debt service for the next succeeding fiscal year.
 - d. Number of users connected to the system, metered and additional units served.
 - e. Number of nonmetered users.
 - f. A list of users discharging nondomestic wastes (industrial users) and volume of wastewater discharged.
3. The annual audit report shall contain such other financial information consistent with future guidelines to be established by the Illinois environmental protection agency. (Ord. 13-12-24, 12-16-2013)

8-1A-10: RATE ADJUSTMENT:

The water and sewer rates and charges described herein shall be increased by three percent (3%) each subsequent year to reflect an increase in operating costs incurred in either the water department or sewer department as shown in the audit report of the waterworks and sewerage fund of the preceding fiscal year, or an increase which may be due to an increase in debt service charges. (Ord. 13-12-24, 12-16-2013)

8-1A-11: ACCESS TO RECORDS:

The environmental protection agency or its authorized representative shall have access to any books, documents, papers and records of the village which are applicable to the village system of user charges for the purpose of making audit, examination, excerpts and transcriptions thereof to ensure compliance with the terms of the special and general conditions of any state grant. (1976 Code § 51.049; amd. Ord. 08-02-02, 2-19-2008)

8-1A-12: APPEALS:

- A. The method for computation of rates and service charges established for user charges shall be made available to a user within twenty (20) days of receipt of a written request for such. Any disagreement over the method used or in the computation thereof shall be remedied by the utilities committee within twenty one (21) days after notification of a formal written appeal outlining the discrepancies. (1976 Code § 51.050; amd. Ord. 08-02-02, 2-19-2008; Ord. 13-12-24, 12-16-2013)
- B. At the sole discretion of the village administrator or his designee, under reasonable terms, portions of the service charges may be negotiated when the situation warrants, or payment plans may be established. (Ord. 13-12-24, 12-16-2013)

8-1A-13: PENALTY:

Whoever violates any provisions of sections 8-1A-6 through 8-1A-9 of this article shall be fined as provided

in the general penalty in section 1-3-1 of this code for each offense. (1976 Code § 51.999; amd. 2003 Code; Ord. 08-02-02, 2-19-2008)

8-2-3-1: USE OF PUBLIC SEWERS REQUIRED:

- A. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the village or in any area under the jurisdiction of the village, any human or animal excrement, garbage or other objectionable waste.

It shall be unlawful to discharge to any natural outlet within the village, or in any area under the jurisdiction of the village, without the express approval from the village engineer (VE) that all state and federal effluent limitations have been met and there are no reasonable alternative methods of disposal.

- B. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- C. The owner of all the houses, buildings, or properties used for human occupancy, employment, recreation or other purpose situated within the village and abutting on any street, alley or right of way in which there is now located or may in the future be located any public sanitary sewer of the village, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within ninety (90) days after date of official notice to do so, provided that said public sewer is within two hundred feet (200') (61 m) of the property line. If such public sewer benefits other properties, the village board may enact a recapture ordinance and make best efforts to assure that the benefited property owners pay to the owner amounts as required. All public sewer extensions shall be made in accordance with section 8-2-2-2 of this chapter.
- D. It shall be unlawful to discharge any sanitary waste, including, without limitation, any residential, commercial or industrial liquid waste product into any storm sewer, drainage facility, retention pond, detention pond or other stormwater control structure or device located within the village limits. (Ord. 13-01-02, 1-21-2013)

EXHIBIT 3

November 2007 Title Commitment for the Site

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005



CHICAGO TITLE INSURANCE COMPANY

By

Henry S. Gery
Authorized Signatory

Commitment No.:

1401 008422672 D2

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

YOUR REFERENCE: WASTE MANAGEMENT

ORDER NO.: 1401 008422672 D2

EFFECTIVE DATE: OCTOBER 31, 2007

1. POLICY OR POLICIES TO BE ISSUED:

**OWNER'S POLICY: ALTA OWNERS 2006
AMOUNT: \$10,000.00
PROPOSED INSURED:**

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

**3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
VILLAGE OF ANTIOCH, A MUNICIPAL CORPORATION, AS TO PARCELS 1, 2, AND 3 AND EASEMENT
PARCEL 4; AND**

**WASTE MANAGEMENT OF ILLINOIS, INC., SUCCESSOR IN INTEREST BY MERGER TO C.C.D.,
DISPOSAL, INC., AS TO PARCELS AS TO REMAINDER.**

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008422672 D2

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008422672 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST 1270 FEET (EXCEPT THE EAST 400 FEET AND EXCEPT THE SOUTH 450 FEET) OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 2:

THE EAST 553.14 FEET OF THE SOUTH 450 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 3:

THE SOUTH 450 FEET AND THE EAST 400 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 2 AND 3 AS SHOWN ON WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1692814 OVER THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH 25 FEET OF THE WESTERLY 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 5:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE EAST 1270 FEET AND EXCEPT THE SOUTH 450 FEET, OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER (EXCEPT THE WEST 20.0 ACRES THEREOF AND EXCEPT THE EAST 553.14 FEET OF THE SOUTH 450 FEET THEREOF) OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THE WEST 20.0 ACRES OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

ORDER NO.: 1401 008422672 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

- A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
- B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 8. TAXES FOR THE YEAR 2007.

TAXES FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-08-400-007, 1 OF 7
AFFECTS PART OF THE LAND

THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANTS. UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID EXEMPTION, OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID TAXES: 2006 AND PRIOR.

B 9. TAXES FOR THE YEAR 2007.

TAXES FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-08-400-018, 2 OF 7
AFFECTS PART OF THE LAND

NOTE: TAXES FOR THE YEAR 2006, AMOUNTING TO \$2,623.51

C 10. TAXES FOR THE YEAR 2007.

TAXES FOR THE 2007 ARE NOT YET DUE AND PAYABLE.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008422672 D2

PERMANENT INDEX NUMBER: 02-08-400-019, 3 OF 7
AFFECTS PART OF THE LAND

THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANTS. UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID EXEMPTION, OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID TAXES: 2006 AND PRIOR.

D 11. TAXES FOR THE YEAR 2007.

TAXES FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-08-400-020, 4 OF 7
AFFECTS PART OF THE LAND

THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANTS. UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID EXEMPTION, OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID TAXES: 2006 AND PRIOR.

E 12. TAXES FOR THE YEAR 2007.

TAXES FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-08-400-021, 5 OF 7
AFFECTS PART OF THE LAND.

NOTE: TAXES FOR THE YEAR 2006, AMOUNTING TO \$715.13

F 13. TAXES FOR THE YEAR 2007.

TAXES FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-09-300-011, 6 OF 7
AFFECTS PART OF THE LAND

NOTE: TAXES FOR THE YEAR 2006, AMOUNTING TO \$85.20, ARE PAID OF RECORD.

G 14. TAXES FOR THE YEAR 2007.

TAXES FOR THE YEAR 2007 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-09-300-012, 7 OF 7
AFFECTS PART OF THE LAND

THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANTS. UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID EXEMPTION, OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID TAXES: 2006 AND PRIOR.

H 15. NOTE FOR INFORMATION:

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008422672 D2

BECAUSE OF PROCEDURES INSTITUTED BY THE COOK COUNTY TREASURER, THE COMPANY REQUESTS THAT ORIGINAL TAX BILLS BE FURNISHED WHENEVER THE COMPANY IS REQUESTED TO PAY TAXES. IF ORIGINAL TAX BILLS ARE NOT FURNISHED, THE COMPANY WILL COLLECT AN ADDITIONAL SUM OF \$5.00 PER TAX NUMBER TO PAY CHARGES IMPOSED BY THE COOK COUNTY TREASURER FOR THE PRODUCTION OF DUPLICATE TAX BILLS. FURTHER, BECAUSE OF DELAYS BY THE COOK COUNTY TREASURER IN PRODUCING DUPLICATE TAX BILLS, THE COMPANY WILL HOLD BACK FROM CLOSING ADDITIONAL FUNDS TO PAY INTEREST THAT WILL ACCRUE BECAUSE OF THE TREASURER'S PROCEDURES.

- I 16. THE NAMES OF THE PROPOSED INSURED SHOULD BE FURNISHED, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, WHICH MAY BE DISCLOSED AFTER A NAME SEARCH HAS BEEN MADE FOR JUDGMENTS AND OTHER MATTERS OF RECORD.
- J 17. THE INVOICE GENERATED WITH THIS COMMITMENT IS AN ESTIMATE ONLY. BASED ON THE INFORMATION AVAILABLE TO US AT THE TIME OF APPLICATION, AND IS SUBJECT TO REBILLING WHEN FINAL REQUESTS FOR SERVICES, INSURANCE AND ENDORSEMENTS ARE MADE AND ALL DOCUMENTS TO BE RECORDED HAVE BEEN RECEIVED.
- K 18. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.
- L 19. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.
- M 20. NOTWITHSTANDING THE INSURING PROVISIONS OR ANY OTHER PROVISION CONTAINED HEREIN, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE CAUSED BY A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.
- N 21. RIGHTS OF THE PUBLIC AND THE ADJOINING OWNERS TO THE FREE AND UNINTERRUPTED FLOW OF THE WATERS OF SEQUOIT CREEK.
- O 22. TERMS AND CONDITIONS CONTAINED IN THE ORDINANCE PROVIDING FOR THE REGULATION AND OPERATION OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINIS, REQUIRING CONNECTION TO SAID SYSTEM, AND

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)**

ORDER NO.: 1401 008422672 D2

ESTABLISHING CHARGES FOR CONNECTION TO THE WATER MAINS AND SEWER MAINS OF SAID SYSTEM RECORDED JUNE 18, 1974 AS DOCUMENT NUMBER 1668223.

P 23. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

Q 24. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

W 25. EASEMENT FOR INGRESS AND EGRESS MADE BY AND BETWEEN WASTE MANAGEMENT OF ILLINOIS, INC., SUCCESSOR IN INTEREST BY MERGER TO C.C.D. DISPOSAL, INC., AND VILLAGE OF ANTIOCH, A MUNICIPAL CORPORATION CONTAINED IN WARRANTY DEED RECORDED JANUARY 6, 1975 AS DOCUMENT NUMBER 1692814, AFFECTS THE FOLLOWING DESCRIBED LAND:

THE SOUTH 25 FEET OF THE WESTERLY 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN.

(FOR FURTHER PARTICULARS, SEE RECORD.)

(AFFECTS PART OF THE LAND FALLING IN PARCEL)

R 26. IN ORDER FOR THE COMPANY TO INSURE TITLE COMING THROUGH THE SALE OR TRANSFER OF LAND FROM THE MUNICIPALITY IN TITLE, WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE ORDINANCE OR RESOLUTION AUTHORIZING THE CONVEYANCE, TOGETHER WITH THE NUMBER OF AYES AND NAYS FOR ITS PASSAGE, AND EVIDENCE OF ANY REQUIRED PUBLICATION.

IF SAID MUNICIPALITY IS A "HOME RULE UNIT" PURSUANT TO ARTICLE 7, SECTION 6 OF THE ILLINOIS CONSTITUTION, WE SHOULD BE FURNISHED EVIDENCE OF COMPLIANCE WITH THE MUNICIPALITY'S ORDINANCE(S) WHICH RELATE TO THE SALE OR TRANSFER OF MUNICIPAL PROPERTY.

THIS COMMITMENT IS SUBJECT TO SUCH ADDITIONAL EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

(AFFECTS PARCELS 1, 2, 3 AND 4)

S 27. SINCE A GOVERNMENTAL ENTITY HOLDS TITLE TO THE LAND, ANY CONVEYANCE OR MORTGAGE OF THE LAND IS SUBJECT TO THE LIMITATIONS AND CONDITIONS IMPOSED BY LAW. PROOF OF COMPLIANCE WITH THE SAME SHOULD BE FURNISHED.

(AFFECTS PARCELS 1, 2, 3 AND 4)

T 28. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008422672 D2

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

(AFFECTS PARCELS 6 AND 7)

- U 29. WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE FOR WASTE MANAGEMENT OF ILLINOIS, INC., A CORPORATION OF DELAWARE.

(AFFECTS PARCELS 6 AND 7)

- V 30. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

- X 31. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

- Y 32. INFORMATIONAL NOTE:
TO SCHEDULE A RESIDENTIAL CLOSING IN OUR CHICAGO LOOP OFFICE, OR TO RECEIVE CLOSING FIGURES, PLEASE CALL OUR AUTOMATED INFORMATION LINE AT (312)223-2800.

TO FAX FIGURES TO OUR CHICAGO LOOP OFFICE FOR RESIDENTIAL CLOSINGS, PLEASE DIAL (312)223-2815.

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

TO FAX FIGURES FOR A RESIDENTIAL CLOSING IN THE CHICAGO COMMERCIAL CENTER PLEASE DIAL (312)223-5888

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO. : 1401 008422672 D2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

EXHIBIT 4

June 2010 Title Commitment for the Site

COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE INSURANCE COMPANY
171 N. CLARK STREET
CHICAGO, IL 60601

Refer Inquiries To:

(312)223-3005



CHICAGO TITLE INSURANCE COMPANY

By

Henry S. Gery

Authorized Signatory

Commitment No.: 1401 008422672 D2

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

YOUR REFERENCE: WASTE MANAGEMENT

ORDER NO.: 1401 008422672 D2

EFFECTIVE DATE: MAY 26, 2010

1. POLICY OR POLICIES TO BE ISSUED:

**OWNER'S POLICY: ALTA OWNERS 2006
AMOUNT: \$10,000.00
PROPOSED INSURED:**

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN: VILLAGE OF ANTIOCH, A MUNICIPAL CORPORATION, AS TO PARCELS 1, 2, AND 3 AND EASEMENT PARCEL 4; AND

WASTE MANAGEMENT OF ILLINOIS, INC., SUCCESSOR IN INTEREST BY MERGER TO C.C.D., DISPOSAL, INC., AS TO PARCELS AS TO REMAINDER.

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)**

ORDER NO.: 1401 008422672 D2

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 008422672 D2

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE EAST 1270 FEET (EXCEPT THE EAST 400 FEET AND EXCEPT THE SOUTH 450 FEET) OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 2:

THE EAST 553.14 FEET OF THE SOUTH 450 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 3:

THE SOUTH 450 FEET AND THE EAST 400 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 2 AND 3 AS SHOWN ON WARRANTY DEED RECORDED AS DOCUMENT NUMBER 1692814 OVER THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH 25 FEET OF THE WESTERLY 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND

PARCEL 5:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE EAST 1270 FEET AND EXCEPT THE SOUTH 450 FEET, OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER (EXCEPT THE WEST 20.0 ACRES THEREOF AND EXCEPT THE EAST 553.14 FEET OF THE SOUTH 450 FEET THEREOF) OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THE WEST 20.0 ACRES OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B**

ORDER NO. : 1401 008422672 D2

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;

B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

A 8. TAXES FOR THE YEARS 2009 AND 2010.

TAXES FOR THE YEAR 2010 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-08-400-007, 1 OF 7
AFFECTS PART OF THE LAND

THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANTS. UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID EXEMPTION, OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID TAXES: 2009 AND PRIOR.

B 9. TAXES FOR THE YEARS 2009 AND 2010.

TAXES FOR THE YEAR 2010 ARE NOT YET DUE AND PAYABLE.

FIRST INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$1,075.94 IS PAID.

SECOND INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$1,075.94 IS DUE SEPTEMBER 3, 2010.

PERMANENT INDEX NUMBER: 02-08-400-018, 2 OF 7
AFFECTS PART OF THE LAND

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO. : 1401 008422672 D2

C 10. TAXES FOR THE YEARS 2009 AND 2010.

TAXES FOR THE 2010 ARE NOT YET DUE AND PAYABLE.

FIRST INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$6.88 IS PAID.

SECOND INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$6.88 IS DUE SEPTEMBER 3, 2010.

PERMANENT INDEX NUMBER: 02-08-400-019, 3 OF 7
AFFECTS PART OF THE LAND

D 11. TAXES FOR THE YEARS 2009 AND 2010.

TAXES FOR THE YEAR 2010 ARE NOT YET DUE AND PAYABLE.

FIRST INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$6.88 IS PAID.

SECOND INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$6.88 IS DUE SEPTEMBER 3, 2010.

PERMANENT INDEX NUMBER: 02-08-400-020, 4 OF 7
AFFECTS PART OF THE LAND

E 12. TAXES FOR THE YEARS 2009 AND 2010.

TAXES FOR THE YEAR 2010 ARE NOT YET DUE AND PAYABLE.

FIRST INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$517.39 IS PAID.

SECOND INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$517.39 IS DUE SEPTEMBER 3, 2010.

PERMANENT INDEX NUMBER: 02-08-400-021, 5 OF 7
AFFECTS PART OF THE LAND.

F 13. TAXES FOR THE YEARS 2009 AND 2010.

TAXES FOR THE YEAR 2010 ARE NOT YET DUE AND PAYABLE.

FIRST INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$41.53 IS PAID.

SECOND INSTALLMENT 2009 TAXES IN THE AMOUNT OF \$41.53 IS DUE SEPTEMBER 3, 2010.

PERMANENT INDEX NUMBER: 02-09-300-011, 6 OF 7

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008422672 D2

AFFECTS PART OF THE LAND

G 14. TAXES FOR THE YEARS 2009 AND 2010.

TAXES FOR THE YEAR 2010 ARE NOT YET DUE AND PAYABLE.

PERMANENT INDEX NUMBER: 02-09-300-012, 7 OF 7
AFFECTS PART OF THE LAND

THE GENERAL TAXES AS SHOWN BELOW ARE MARKED EXEMPT ON THE COLLECTOR'S WARRANTS. UNLESS SATISFACTORY EVIDENCE IS SUBMITTED TO SUBSTANTIATE SAID EXEMPTION, OUR POLICY, IF AND WHEN ISSUED, WILL BE SUBJECT TO SAID TAXES: 2009 AND PRIOR.

I 15. THE NAMES OF THE PROPOSED INSURED SHOULD BE FURNISHED, AND THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, WHICH MAY BE DISCLOSED AFTER A NAME SEARCH HAS BEEN MADE FOR JUDGMENTS AND OTHER MATTERS OF RECORD.

J 16. THE INVOICE GENERATED WITH THIS COMMITMENT IS AN ESTIMATE ONLY. BASED ON THE INFORMATION AVAILABLE TO US AT THE TIME OF APPLICATION, AND IS SUBJECT TO REBILLING WHEN FINAL REQUESTS FOR SERVICES, INSURANCE AND ENDORSEMENTS ARE MADE AND ALL DOCUMENTS TO BE RECORDED HAVE BEEN RECEIVED.

K 17. NOTE: IT APPEARS THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A MAY BE LESS THAN 80 PERCENT OF THE LESSER OF: (1) THE VALUE OF THE INSURED ESTATE OR INTEREST OR (2) THE FULL CONSIDERATION PAID FOR THE LAND. YOUR ATTENTION IS DIRECTED TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS OF THE OWNER'S POLICY WHICH PROVIDE THAT IN SUCH CASE, THE COMPANY MAY ONLY BE OBLIGATED TO PAY PART OF ANY LOSS INSURED AGAINST UNDER THE TERMS OF THE POLICY.

THE ABOVE NOTE IS SHOWN FOR YOUR INFORMATION WITH RESPECT TO THE OWNER'S POLICY ONLY AND WILL NOT APPEAR ON SUCH POLICY. NEVERTHELESS, SUCH OMISSION SHOULD NOT BE CONSTRUED TO MEAN THAT SUCH POLICY IS NOT SUBJECT TO THOSE PROVISIONS OF PARAGRAPH 7(B) OF THE CONDITIONS AND STIPULATIONS REFERRED TO IN THE NOTE. IF, HOWEVER, THE NOTE IS STAMPED "WAIVED" ON THE FACE OF THIS COMMITMENT, SUCH WAIVER SHALL BE DEEMED AN ACKNOWLEDGMENT BY THE COMPANY THAT THE AMOUNT OF INSURANCE STATED IN SCHEDULE A HEREIN IS, FOR THE PURPOSES OF SAID PARAGRAPH 7(B), NOT LESS THAN 80 PERCENT OF THE LESSER OF THE VALUE OF THE INSURED ESTATE OR INTEREST OR THE FULL CONSIDERATION PAID FOR THE LAND.

L 18. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.

M 19. NOTWITHSTANDING THE INSURING PROVISIONS OR ANY OTHER PROVISION CONTAINED HEREIN, THE COMPANY DOES NOT INSURE AGAINST LOSS OR DAMAGE CAUSED BY A LACK OF A RIGHT OF ACCESS TO AND FROM THE LAND.

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)**

ORDER NO.: 1401 008422672 D2

- N** 20. RIGHTS OF THE PUBLIC AND THE ADJOINING OWNERS TO THE FREE AND UNINTERRUPTED FLOW OF THE WATERS OF SEQUOIT CREEK.
- O** 21. TERMS AND CONDITIONS CONTAINED IN THE ORDINANCE PROVIDING FOR THE REGULATION AND OPERATION OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINIS, REQUIRING CONNECTION TO SAID SYSTEM, AND ESTABLISHING CHARGES FOR CONNECTION TO THE WATER MAINS AND SEWER MAINS OF SAID SYSTEM RECORDED JUNE 18, 1974 AS DOCUMENT NUMBER 1668223.
- P** 22. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.
- Q** 23. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.
- W** 24. EASEMENT FOR INGRESS AND EGRESS MADE BY AND BETWEEN WASTE MANAGEMENT OF ILLINOIS, INC., SUCCESSOR IN INTEREST BY MERGER TO C.C.D. DISPOSAL, INC., AND VILLAGE OF ANTIOCH, A MUNICIPAL CORPORATION CONTAINED IN WARRANTY DEED RECORDED JANUARY 6, 1975 AS DOCUMENT NUMBER 1692814, AFFECTS THE FOLLOWING DESCRIBED LAND:
- THE SOUTH 25 FEET OF THE WESTERLY 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN.
- (FOR FURTHER PARTICULARS, SEE RECORD.)
- (AFFECTS PART OF THE LAND FALLING IN PARCEL)
- R** 25. IN ORDER FOR THE COMPANY TO INSURE TITLE COMING THROUGH THE SALE OR TRANSFER OF LAND FROM THE MUNICIPALITY IN TITLE, WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE ORDINANCE OR RESOLUTION AUTHORIZING THE CONVEYANCE, TOGETHER WITH THE NUMBER OF AYES AND NAYS FOR ITS PASSAGE, AND EVIDENCE OF ANY REQUIRED PUBLICATION.
- IF SAID MUNICIPALITY IS A "HOME RULE UNIT" PURSUANT TO ARTICLE 7, SECTION 6 OF THE ILLINOIS CONSTITUTION, WE SHOULD BE FURNISHED EVIDENCE OF COMPLIANCE WITH THE MUNICIPALITY'S ORDINANCE(S) WHICH RELATE TO THE SALE OR TRANSFER OF MUNICIPAL PROPERTY.
- THIS COMMITMENT IS SUBJECT TO SUCH ADDITIONAL EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.
- (AFFECTS PARCELS 1, 2, 3 AND 4)
- S** 26. SINCE A GOVERNMENTAL ENTITY HOLDS TITLE TO THE LAND, ANY CONVEYANCE OR MORTGAGE OF THE LAND IS SUBJECT TO THE LIMITATIONS AND CONDITIONS IMPOSED BY LAW. PROOF OF COMPLIANCE WITH THE SAME SHOULD BE FURNISHED.
- (AFFECTS PARCELS 1, 2, 3 AND 4)

**CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)**

ORDER NO.: 1401 008422672 D2

- T 27. WE SHOULD BE FURNISHED A CERTIFIED COPY OF THE DIRECTORS' RESOLUTIONS AUTHORIZING THE CONVEYANCE OR MORTGAGE TO BE INSURED. SAID RESOLUTIONS SHOULD EVIDENCE THE AUTHORITY OF THE PERSONS EXECUTING THE CONVEYANCE OR MORTGAGE. IF THEY DO NOT, A CERTIFIED COPY OF THE CORPORATE BY-LAWS ALSO SHOULD BE FURNISHED.**

IF SAID CONVEYANCE OR MORTGAGE COMPRISES ALL OR SUBSTANTIALLY ALL THE CORPORATION'S ASSETS, WE ALSO SHOULD BE FURNISHED A CERTIFIED COPY OF THE SHAREHOLDER/MEMBER RESOLUTIONS WHICH AUTHORIZE SAID CONVEYANCE OR MORTGAGE. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS, IF ANY, AS MAY BE DEEMED NECESSARY AFTER OUR REVIEW OF THESE MATERIALS.

(AFFECTS PARCELS 6 AND 7)

- U 28. WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE FOR WASTE MANAGEMENT OF ILLINOIS, INC., A CORPORATION OF DELAWARE.**

(AFFECTS PARCELS 6 AND 7)

- V 29. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).**

- X 30. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):**

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

- Y 31. INFORMATIONAL NOTE:
TO SCHEDULE A RESIDENTIAL CLOSING IN OUR CHICAGO LOOP OFFICE, OR TO RECEIVE CLOSING FIGURES, PLEASE CALL OUR AUTOMATED INFORMATION LINE AT (312)223-2800.**

TO FAX FIGURES TO OUR CHICAGO LOOP OFFICE FOR RESIDENTIAL CLOSINGS, PLEASE DIAL (312)223-2815.

TO SCHEDULE ANY CLOSINGS IN THE CHICAGO COMMERCIAL CENTER, PLEASE CALL (312)223-2707.

TO FAX FIGURES FOR A RESIDENTIAL CLOSING IN THE CHICAGO COMMERCIAL CENTER, PLEASE DIAL (312)223-5888

- Z "Be advised that the "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) becomes effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title Office regarding the application of**

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1401 008422672 D2

this new law to your transaction."

AA FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. UNTIL JULY 1, 2013, SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE OF FEDERAL GOVERNMENT AGENCY; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO. : 1401 008422672 D2

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar fidelity bond. Chicago Title and Trust company also provides a 50 million dollar performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

Effective Date: May 1, 2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;
Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and
Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;
To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or
To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
801 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

EXHIBIT 5

May 2019 Title Commitment for the Site

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

CCHI1902530LI

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	

Order Number: CCHI1902530LI**Property Ref.: NBU# NCS #PIT191346****SCHEDULE A**

1. Commitment Date: May 23, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy 2006
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Waste Management of Illinois, Inc., Successor in Interest by Merger to C.C.D., Disposal, Inc.,
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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ALTA Commitment for Title Insurance (08/01/2016)



EXHIBIT "A"
Legal Description

Parcel 1:

The Southwest 1/4 of the Southwest 1/4, except the East 1270 feet and except the South 450 feet, of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 2:

The South East Quarter of the South East Quarter (except the West 20.0 acres thereof and except the East 553.14 feet of the South 450 feet thereof) of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 3:

The West 20.0 acres of the South East Quarter of the South East Quarter of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 4:

The South 100 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 5:

The South 100 feet of the Northwest 1/4 of the Southwest 1/4, (excepting the South 100 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4) of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. **The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.**

END OF SCHEDULE B, PART I

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
7. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.**

F 8. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-08-400-018, (Affects parts of Parcel 2 and 3).

Taxes for the first installment year 2018, amounting to \$1,976.65 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$1,976.65 are not delinquent before September 6, 2019.

G 9. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Permanent index number: 02-08-400-019, (Affects part of Parcel 3).

Taxes for the first installment year 2018, amounting to \$11.09 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$11.09 are not delinquent before September 6, 2019.

H 10. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-08-400-020, (Affects part of Parcel 3).

Taxes for the first installment year 2018, amounting to \$11.09 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$11.09 are not delinquent before September 6, 2019.

I 11. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-08-400-021, (Affects parts of Parcels 2 and 3).

Taxes for the first installment year 2018, amounting to \$0.00 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$622.87 are not delinquent before September 6, 2019.

J 12. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-09-300-011, (Affects Parcel 1).

Taxes for the first installment year 2018, amounting to \$67.29 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$67.29 are not delinquent before September 6, 2019.

K 13. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Permanent index number: 02-09-300-022, (Affects Parcel 4).

Taxes for the first installment year 2018, amounting to \$50.54 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$50.54 are not delinquent before September 6, 2019.

- T 14. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-09-300-023, (Affects Parcel 5).

Taxes for the first installment year 2018, amounting to \$151.35 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$151.35 are not delinquent before September 6, 2019.

- C 15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- B 16. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
- A 17. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.
- Q 18. Note: The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided Lot. As a result, a Plat Act affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCs 205/1 Et seq.).
- V 19. The legal description provided in Schedule A is for convenience only. An ALTA survey that more particularly describes the property in question should be provided and this commitment is subject to further exceptions, if any, as may be deemed necessary.

(Affects Parcels 4 and 5)
- D 20. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

- E 21. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: Waste Management of Illinois, Inc., Successor in Interest by Merger to C.C.D., Disposal, Inc.
- (a) A Copy of the corporation By-laws and Articles of Incorporation
- (b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- (c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- (d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- L 22. Rights of way for drainage tiles, ditches, feeders and laterals.
- M 23. Notwithstanding the insuring provisions or any other provision contained herein, the company does not insure against loss or damage caused by a lack of a right of access to and from the Land.
- N 24. Rights of the public and the adjoining owners to the free and uninterrupted flow of the waters of Sequoit Creek.
- O 25. Terms and conditions contained in the ordinance providing for the regulation and operation of the Combined Waterworks and sewerage system of the Village of Antioch, Lake County, Illinois, requiring connection to said system, and establishing charges for connection to the water mains and sewer mains of said system recorded June 18, 1974 as document number 1668223.
- P 26. Easement for Ingress and egress made by and between Waste Management of Illinois, Inc., successor in interest by merger to C.C.D. Disposal, Inc., and Village of Antioch, a Municipal Corporation contained in warranty deed recorded January 6, 1975 as Document number 1692814, affects the following described Land:
- The South 25 feet of the Westerly 800 feet of the Southeast Quarter of the Southeast Quarter of Section 8, Township 46 North, Range 10 East of the Third Principal Meridian.
- (For further particulars, see record.)(Affects part of the Land falling in Parcel 3 and other property)
- U 27. Terms and provisions of Ordinance 06-07-28, Annexing Territory to the Village of Antioch recorded August 8, 2006 as document 6040215.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

R 28. Note for information (Endorsement Requests):

All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

Note: before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for policy)

S 29. Informational Note:

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (08/01/2016)



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or Imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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ALTA Commitment for Title Insurance (08/01/2016)



(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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ALTA Commitment for Title Insurance (08/01/2016)





Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018**

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

EXHIBIT 6

Draft Environmental Covenant for the WMIL Parcels

[space above reserved for recording information]

This instrument was prepared by:

Name: Jennifer T. Nijman, Nijman Franzetti LLP
Address: 10 S. LaSalle St., Suite 3600, Chicago, Illinois 60603
312-251-5255
jn@nijmanfranzetti.com

Please return this instrument to:

Name: Jennifer T. Nijman, Nijman Franzetti LLP
Address: 10 S. LaSalle St., Suite 3600, Chicago, Illinois 60603
312-251-5255
jn@nijmanfranzetti.com

With a copy to: Waste Management of Illinois, Inc.
Legal Department c/o Michelle Gale
720 E. Butterfield Road, Lombard, IL 60148

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this _____ day of _____, 20__, by and among Waste Management of Illinois, Inc. (Grantor) and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765

Illinois Compiled Statutes (ILCS) 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. Property and Grantor.

A. Property: The real property subject to this Environmental Covenant consists of certain parcels owned by the Grantor that make up a portion of the H.O.D. Landfill Superfund Site (H.O.D. Site) located in Antioch, Illinois. The H.O.D. Site is located north of Illinois Route 173 and east of McMillen Road in Antioch, Illinois. The H.O.D. Site occupies approximately 51 acres and consists of two former landfill areas, identified as the "old landfill" and the "new landfill." The "old landfill" is situated on the western third of the H.O.D. Site. The "new landfill" is located immediately east of the "old landfill." The area owned by Grantor totals 38.4 acres and includes the "old landfill" and a portion of the "new landfill". Grantor owns the parcels identified by Tax ID Numbers 02-08-400-018, 02-08-400-019, 02-08-400-020, 02-08-400-021 and 02-09-300-011, which comprise the property subject to this Environmental Covenant (Property). [The Village of Antioch, which is entering into a separate Environmental Covenant, owns a total of 44.1 acres, including the remaining portion of the "new landfill" and adjacent land to the south and east thereof]. Attached as Appendix A is Figure 1, a map of the two former landfill areas at the H.O.D. Site with parcel ownership identified, and Figure 2, a map depicting the Property owned by Grantor and subject to this Environmental Covenant. Legal descriptions of the parcels that make up Grantor's Property are attached as Appendix B.

B. Grantor: Waste Management of Illinois, Inc. is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 720 E. Butterfield Road, Lombard, IL 60148.

3. Holders (and Grantees for purposes of indexing).

A. The Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

B. Waste Management of Illinois, Inc. is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of Waste Management of Illinois, Inc. is 720 E. Butterfield Road, Lombard, IL 60148. Regardless of any future transfer of the Property, Waste Management of Illinois, Inc. shall remain a Holder of this Environmental Covenant. Waste Management of Illinois, Inc. is to be identified as both Grantee and Grantor for purposes of indexing.

4. Agencies. The Illinois EPA and the United States Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2 of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record.

A. This Environmental Covenant arises under an environmental response project as defined in Section 2 of UECA.

B. The Property is part of the H.O.D. Site which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA or Superfund), 42 USC § 9605, placed on the National Priorities List, set forth at 40 CFR Part 300, Appendix B. In a Record of Decision (ROD) signed by the U.S. EPA Region 5 Superfund Division Director on September 28, 1998 and concurred by the Director of Illinois EPA, the Agencies approved a plan for environmental remediation of the H.O.D. Site, including the Property. U.S. EPA issued a Unilateral Administrative Order for the Remedial Design and Remedial Action (UAO) pursuant to section 106(a) of CERCLA, as amended, 42 U.S.C. § 9606(a) on April 14, 1999 to five parties, including Grantor and the Village of Antioch. The components of the remedies selected and updated in the ROD and an Explanation of Significant Differences (ESD) dated August 28, 2003, collectively referred to as the "ROD Remedy," are being implemented. The ROD Remedy requires implementation and compliance with land and groundwater activity and use limitations at the H.O.D. Site. On November 12, 2003, U.S. EPA issued a Ready for Reuse Determination to the H.O.D. Site in accordance with U.S. EPA's Superfund Redevelopment Initiative. Following that Determination and under U.S. EPA oversight, portions of the H.O.D. Site were developed into what is now a sports complex for High School athletics for Antioch High School District 117 (the "Current Use"). U.S. EPA has completed three Five-Year Review (FYR) Reports for the H.O.D. Site, with the third FYR Report issued on September 24, 2015. The third FYR Report concluded that the remedy at the H.O.D. Site protects human health and the environment and is functioning as intended. The third FYR identified the need for final implementation of institutional controls in order to assure long term protectiveness.

C. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the H.O.D. Site.

D. The Administrative Record for the environmental response project at the H.O.D. Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Boulevard, Chicago, Illinois 60604. Persons may also contact FOIA Officer, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 for the Administrative Record or other information concerning the H.O.D. Site.

6. **Grant of Covenant. Covenant Runs with the Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property. To the extent the ROD is modified, additional Explanations of Significant Differences are issued, or other changes are made to the ROD Remedy, this Environmental

covenant shall be amended or modified in accordance with paragraphs 15 and 17(B) of this Covenant:

A. **Restricted land use:** All uses of the Property are prohibited except those compatible with the Current Use and with industrial land use. Examples of land uses that are prohibited include: residential uses; occupancy on a 24-hour basis; and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.

B. **Restricted groundwater use:** Except as required as part of a U.S. EPA or Illinois EPA approved response activity, construction of wells and activities that extract, consume, or otherwise use any groundwater are prohibited on the Property.

C. **No interference with ROD Remedy:** Except as required as part of a U.S. EPA or Illinois EPA approved activity and approved in writing by U.S. EPA or Illinois EPA, any activity within the boundaries of the Property that interferes or potentially could interfere with the ROD Remedy constructed and implemented at the H.O.D. Site is prohibited. Any earthwork which requires excavation of the cap must be conducted pursuant to a Health and Safety Plan which complies with applicable federal regulations. Any waste materials excavated must be properly disposed of or placed under the cap and the cap restored to specifications in the ROD Remedy.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EPA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the ROD Remedy (and any amendments or modifications thereto as approved by U.S. EPA or its successor agency) described in Paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the ROD Remedy (and any amendments or modifications thereto as approved by U.S. EPA or its successor agency) described in Paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;
- C. Verifying any data or information submitted to U.S. EPA or Illinois EPA by Grantor and Holders; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the ROD Remedy (and any amendments or modifications thereto as approved by U.S. EPA or its successor agency) described in Paragraph 5 above, or of any federal or state environmental laws or regulations.

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under

CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), RCRA or other Federal and State law.

9. **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** Other than the Current Use, no right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF LAKE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. **Enforcement and Compliance.**

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. The Illinois Environmental Protection Agency;
- ii. The Holders of the Environmental Covenant; or
- iii. The U.S. Environmental Protection Agency.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois

EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA.

C. Former Owners and Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Appendix C attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Appendix C.

15. Amendment or Termination. Except the Illinois EPA, U.S. EPA and Waste Management of Illinois, Inc., all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA, U.S. EPA, Grantor, and the current owner of the fee simple interest of the Property, unless waived by the Agencies.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor/Holder:

Waste Management of Illinois, Inc.

District Manager – Closed Sites c/o Michael L. Peterson
W124-N9355 Boundary Road
Menomonee Falls, WI 53051

Waste Management of Illinois, Inc.
Legal Department, c/o Michelle Gale
720 E. Butterfield Road
Lombard, Illinois 60148

To Agencies:

United States Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, Illinois 60604

Illinois Environmental Protection Agency
Division of Legal Counsel
Attn: Uniform Environmental Covenant Counsel
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. The Illinois EPA;
- ii. The U.S. EPA;
- iii. Each person holding a recorded interest in the Property, including those interests in Appendix C;

- iv. Each person in possession of the Property; and
- v. Each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

18. Compliance Reporting. The owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7 herein. The owner shall notify the U.S. EPA and Illinois EPA as soon as possible of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 herein. Additionally, the owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

"I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Environmental Covenant for [SUBJECT PROPERTY] remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8))."

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

21. List of Appendices:

Appendix A – Map of the H.O.D. Site and map of the Property

Appendix B – Legal Description of Grantor parcels/Property

Appendix C – Title Commitment (List of Recorded Encumbrances)

[Signature Pages to follow]

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

WASTE MANAGEMENT OF ILLINOIS, INC.

By _____ (signature)

[Name of signer] _____ (print)

[Title] _____ (print)

State of Illinois)
) SS.
County of Lake)

On _____, 20 __, this instrument was acknowledged before me by,
(Name) _____, (Title) _____ of Waste Management of
Illinois, Inc., on behalf of Waste Management of Illinois, Inc.

_____(signature)

Notary Public

My Commissioner Expires _____

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By _____ (signature)

John J. Kim, Director
Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on _____, 20____, by John J. Kim, Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

_____ (signature)
Notary Public
My Commission Expires _____

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On behalf of the Administrator of the
United States Environmental Protection Agency

By: _____
Douglas Ballotti, Director
Superfund Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Douglas Ballotti, Director, Superfund Division, Region 5 of the United States Environmental Protection Agency.

_____ (signature)
Notary Public
My Commission Expires _____

Appendix A

Map of the H.O.D. Site and Map of the Property



LEGEND

- LIMITS OF WASTE (APPROX)
- PARCEL BOUNDARY
- ① PARCEL ID
- OLD LANDFILL
- NEW LANDFILL

NOTES:

1. THE MAJORITY OF THE SITE IS OPEN TO AND ROUTINELY UTILIZED BY THE PUBLIC IN ACCORDANCE WITH THE APPROVED END USE PLAN. OTHER THAN A GATE ACROSS THE SITE ACCESS ROAD FROM MCMILLAN ROAD, AND GATE AND FENCING TO LIMIT ACCESS TO A SMALL AREA (APPROX. 15,000 SF) FOR LANDFILL APPURTENANCES (i.e., COMPRESSOR, FLARE, LEACHATE STORAGE TANK). THERE ARE NO ACCESS CONTROLS CURRENTLY AT THE SITE.

SOURCE NOTES:

1. PARCEL BOUNDARIES FROM LAKE COUNTY, IL GIS DIVISION OPEN DATA PORTAL, MAY 2019.
2. PARCEL INFORMATION FROM LAKE COUNTY WEBSITE, MAY 2019.
3. APPROXIMATE LIMITS OF WASTE, OLD AND NEW LANDFILL FROM "ENVIRONMENTAL MONITORING PLAN" BY RMT, DATED APRIL 2011.
4. AERIAL BACKGROUND FROM ARCMAP DATED 3/11/17.



SCALE: 1" = 200'

PROJECT NO.	23212005.10	DRAWN BY:	KP/RJC
DRAWN:	05/18/19	CHECKED BY:	MP
REVISED:	06/05/19	APPROVED BY:	

ENGINEER

SCS ENGINEERS
2830 DARY DRIVE MADISON, WI 53718-6731
PHONE: (608) 234-2830

SCALE

HOOD LANDFILL
VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS

ENVIRONMENTAL COVENANTS MAP

FIGURE
1



LEGEND

----- LIMITS OF WASTE (APPROX.)

----- WMH PROPERTY (APPROX.)

AREA OF IC IMPLEMENTATION

X VOLATILE ORGANIC COMPOUNDS (VOCs) PRESENT AT CONCENTRATIONS ABOVE DRINKING WATER STANDARDS IN THE DEEP SAND AND GRAVEL AQUIFER (DSGA) AT US-30

X VOCs PRESENT OCCASIONALLY AT CONCENTRATIONS ABOVE DRINKING WATER STANDARDS IN SHALLOW SAND AND GRAVEL UNIT (SSG) AT W-65

NOTES:

1. THE MAJORITY OF THE SITE IS OPEN TO AND ROUTINELY UTILIZED BY THE PUBLIC IN ACCORDANCE WITH THE APPROVED END USE PLAN. OTHER THAN A GATE ACROSS THE SITE ACCESS ROAD FROM MCILLAN ROAD, AND GATE AND FENCING TO LIMIT ACCESS TO A SMALL AREA (APPROX. 15,000 SF) FOR LANDFILL APPURTENANCES (i.e., COMPRESSOR, FLARE, LEACHATE STORAGE TANK), THERE ARE NO ACCESS CONTROLS CURRENTLY AT THE SITE.

SOURCE NOTES:

1. WMH PROPERTY BASED ON PARCEL INFORMATION FROM LAKE COUNTY WEBSITE, MAY 2019.
2. APPROXIMATE LIMITS OF WASTE FROM "ENVIRONMENTAL MONITORING PLAN" BY RMT, DATED APRIL 2011.
3. AERIAL BACKGROUND FROM ARCMAP DATED 3/11/17.

400 0 400
SCALE: 1" = 400'

PROJECT NO	25212005 18	DRAWN BY:	RP/RJC
DRAWN	05/30/19	CHECKED BY:	SP
REVISED:	06/03/19	APPROVED BY	

ENGINEER

SCS ENGINEERS
7830 DARY DRIVE MADISON, WI 53718-8751
PHONE: (608) 224-2830

SITE

HOD LANDFILL
VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS

ENVIRONMENTAL COVENANTS MAP -
WMH

FIGURE
2

Appendix B

Legal Description of Grantor Parcels/Property

EXHIBIT "A"
Legal Description

Parcel 1:

The Southwest 1/4 of the Southwest 1/4, except the East 1270 feet and except the South 450 feet, of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois

Parcel 2:

The South East Quarter of the South East Quarter (except the West 20.0 acres thereof and except the East 553.14 feet of the South 450 feet thereof) of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 3:

The West 20.0 acres of the South East Quarter of the South East Quarter of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 4:

The South 100 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 5:

The South 100 feet of the Northwest 1/4 of the Southwest 1/4, (excepting the South 100 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4) of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions, a counter signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)

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Appendix C

Title Commitment (List of Recorded Encumbrances)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

CCHI1902530LI

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice, Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By

Authorized Officer or Agent



Attest

Secretary

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ALTA Commitment for Title Insurance (08/01/2016)



Transaction Identification Data for reference only:

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone (312)223-4627 Email: chicagocommercial@ctt.com	

Order Number: CCHI1902530LI

Property Ref.: NBU# NCS #PIT191346

SCHEDULE A

1. Commitment Date: May 23, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$10,000.00
 - (b) ALTA Loan Policy 2006
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Waste Management of Illinois, Inc., Successor in Interest by Merger to C.C.D., Disposal, Inc.,
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B Part I-Requirements, Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



EXHIBIT "A"
Legal Description

Parcel 1:

The Southwest 1/4 of the Southwest 1/4, except the East 1270 feet and except the South 450 feet, of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 2:

The South East Quarter of the South East Quarter (except the West 20.0 acres thereof and except the East 553.14 feet of the South 450 feet thereof) of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 3:

The West 20.0 acres of the South East Quarter of the South East Quarter of Section 8, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 4:

The South 100 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 5:

The South 100 feet of the Northwest 1/4 of the Southwest 1/4, (excepting the South 100 feet of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4) of Section 9, Township 46 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

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ALTA Commitment for Title Insurance (08/01/2015)

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Be advised that the "good funds" of the title insurance act (215 ILCS 155/26) became effective 1-1-2010. This act places limitations upon the settlement agent's ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face, and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A, Schedule B, Part I-Requirements, Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

General Exceptions

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically**
7. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.**

F 8. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-08-400-018, (Affects parts of Parcel 2 and 3).

Taxes for the first installment year 2018, amounting to \$1,976.65 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$1,976.65 are not delinquent before September 6, 2019.

G 9. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

Permanent index number: 02-08-400-019, (Affects part of Parcel 3).

Taxes for the first installment year 2018, amounting to \$11.09 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$11.09 are not delinquent before September 6, 2019.

H 10. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-08-400-020, (Affects part of Parcel 3).

Taxes for the first installment year 2018, amounting to \$11.09 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$11.09 are not delinquent before September 6, 2019.

I 11. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-08-400-021, (Affects parts of Parcels 2 and 3).

Taxes for the first installment year 2018, amounting to \$0.00 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$622.87 are not delinquent before September 6, 2019.

J 12. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number: 02-09-300-011, (Affects Parcel 1).

Taxes for the first installment year 2018, amounting to \$67.29 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$67.29 are not delinquent before September 6, 2019.

K 13. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B Part I-Requirements; Schedule B, Part II-Exceptions and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS
(continued)**

Permanent index number 02-09-300-022, (Affects Parcel 4).

Taxes for the first installment year 2018, amounting to \$50.54 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$50.54 are not delinquent before September 6, 2019.

T 14. Taxes for the year 2018 and 2019.

Taxes for the year 2019 are not yet due or payable.

Permanent index number 02-09-300-023, (Affects Parcel 5).

Taxes for the first installment year 2018, amounting to \$151.35 are marked paid of record.

Taxes for the final installment year 2018, amounting to \$151.35 are not delinquent before September 6, 2019.

C 15. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

B 16. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.

A 17. The Company should be furnished a statement that there is no property manager employed to manage the Land, or, in the alternative, a final lien waiver from any such property manager.

Q 18. Note: The Land described in Schedule A either is unsubdivided property or constitutes part of a subdivided Lot. As a result, a Plat Act affidavit should accompany any conveyance to be recorded. In the alternative, compliance should be had with the provisions of the Plat Act (765 ILCS 205/1 Et seq.).

V 19. The legal description provided in Schedule A is for convenience only. An ALTA survey that more particularly describes the property in question should be provided and this commitment is subject to further exceptions, if any, as may be deemed necessary.

(Affects Parcels 4 and 5)

D 20. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS
(continued)**

- E 21.** The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:
- Name of Corporation: Waste Management of Illinois, Inc., Successor in Interest by Merger to C.C.D., Disposal, Inc.
- (a) A Copy of the corporation By-laws and Articles of Incorporation
- (b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- (c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- (d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
- L 22.** Rights of way for drainage tiles, ditches, feeders and laterals.
- M 23.** Notwithstanding the insuring provisions or any other provision contained herein, the company does not insure against loss or damage caused by a lack of a right of access to and from the Land.
- N 24.** Rights of the public and the adjoining owners to the free and uninterrupted flow of the waters of Sequoit Creek.
- O 25.** Terms and conditions contained in the ordinance providing for the regulation and operation of the Combined Waterworks and sewerage system of the Village of Antioch, Lake County, Illinois, requiring connection to said system, and establishing charges for connection to the water mains and sewer mains of said system recorded June 18, 1974 as document number 1668223.
- P 26.** Easement for Ingress and egress made by and between Waste Management of Illinois, Inc., successor in interest by merger to C.C.D. Disposal, Inc., and Village of Antioch, a Municipal Corporation contained in warranty deed recorded January 6, 1975 as Document number 1692814, affects the following described Land:
- The South 25 feet of the Westerly 800 feet of the Southeast Quarter of the Southeast Quarter of Section 8, Township 46 North, Range 10 East of the Third Principal Meridian.
- (For further particulars, see record.)(Affects part of the Land falling in Parcel 3 and other property)
- U 27.** Terms and provisions of Ordinance 06-07-28, Annexing Territory to the Village of Antioch recorded August 8, 2006 as document 6040215.

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ALTA Commitment for Title Insurance (08/01/2016)

**SCHEDULE B, PART II
EXCEPTIONS
(continued)**

R 28. Note for information (Endorsement Requests)

All endorsement requests should be made prior to closing to allow ample time for the company to examine required documentation.

Note before any endorsements can be approved, we should be informed as to the land use and as to what type of structure is on the land.

(This note will be waived for policy)

S 29. Informational Note

To schedule any closings in the Chicago Commercial Center, please call (312)223-2707.

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (08/01/2016)



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge
- (h) "Title": The estate or interest described in Schedule A

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without

- (a) the Notice
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions, or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment

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ALTA Commitment for Title Insurance (08/01/2016)



(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS**1031 EXCHANGE SERVICES**

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information, or to set-up an Exchange, please call Scott Nathanson at (312)223-2178 or Anna Barsky at (312)223-2169.

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ALTA Commitment for Title Insurance (08/01/2016)





Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

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Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

EXHIBIT 7

Draft Environmental Covenant for the Village of Antioch Parcels

[space above reserved for recording information]

This instrument was prepared by:

Name: Jennifer T. Nijman, Nijman Franzetti LLP
Address: 10 S. LaSalle St., Suite 3600, Chicago, Illinois 60603
312-251-5255
jn@nijmanfranzetti.com

Please return this instrument to:

Name: Jennifer T. Nijman, Nijman Franzetti LLP
Address: 10 S. LaSalle St., Suite 3600, Chicago, Illinois 60603
312-251-5255
jn@nijmanfranzetti.com

Name: Village of Antioch
Attn: James Keim
Address: 874 Main Street, Antioch, Illinois 60002

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this _____ day of _____, 20__, by and among the Village of Antioch, a municipal corporation (Grantor) and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act,

765 Illinois Compiled Statutes (ILCS) 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. Property and Grantor.

A. Property: The real property subject to this Environmental Covenant consists of certain parcels owned by the Grantor that make up a portion of the H.O.D. Landfill Superfund Site (H.O.D. Site) located in Antioch, Illinois. The H.O.D. Site is located north of Illinois Route 173 and east of McMillen Road in Antioch, Illinois. The H.O.D. Site occupies approximately 51 acres and consists of two former landfill areas, identified as the "old landfill" and the "new landfill." The "old landfill" is situated on the western third of the H.O.D. Site. The "new landfill" is located immediately east of the "old landfill." The area owned by Grantor totals 44.1 acres, including a portion of the "new landfill" and adjacent land to the south and east thereof. Grantor owns the parcels identified by Tax ID Numbers 02-08-400-007 and 02-09-300-012, which comprise the property subject to this Environmental Covenant (Property). [Waste Management of Illinois, Inc, which is entering into a separate Environmental Covenant, owns a total of 38.4 acres including the "old landfill" and the remaining portion of the "new landfill"]. Attached as Appendix A is Figure 1, a map of the two former landfill areas at the H.O.D. Site with parcel ownership identified, and Figure 2, a map depicting the Property owned by Grantor and subject to this Environmental Covenant. Legal descriptions of the parcels that make up Grantor's Property are attached as Appendix B.

B. Grantor: The Village of Antioch is the current fee owner of the Property and is the "Grantor" of this Environmental Covenant. The mailing address of the Grantor is 874 Main Street, Antioch, Illinois 60002.

3. Holders (and Grantees for purposes of indexing).

A. The Illinois Environmental Protection Agency (Illinois EPA) is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276.

B. The Village of Antioch is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address of the Village of Antioch is 874 Main Street, Antioch, Illinois 60002. Regardless of any future transfer of the Property, the Village of Antioch shall remain a Holder of this Environmental Covenant. The Village of Antioch is to be identified as both Grantee and Grantor for purposes of indexing.

4. Agencies. The Illinois EPA and the United States Environmental Protection Agency (U.S. EPA) are "Agencies" within the meaning of Section 2 of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record.

A. This Environmental Covenant arises under an environmental response project as defined in Section 2 of UECA.

B. The Property is part of the H.O.D. Site which the U.S. EPA, pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA or Superfund), 42 USC § 9605, placed on the National Priorities List, set forth at 40 CFR Part 300, Appendix B. In a Record of Decision (ROD) signed by the U.S. EPA Region 5 Superfund Division Director on September 28, 1998 and concurred by the Director of Illinois EPA, the Agencies approved a plan for environmental remediation of the H.O.D. Site, including the Property. U.S. EPA issued a Unilateral Administrative Order for the Remedial Design and Remedial Action (UAO) pursuant to section 106(a) of CERCLA, as amended, 42 U.S.C. § 9606(a) on April 14, 1999 to five parties, including Grantor and Waste Management of Illinois, Inc. The components of the remedies selected and updated in the ROD and an Explanation of Significant Differences (ESD) dated August 28, 2003, collectively referred to as the "ROD Remedy," are being implemented. The ROD Remedy requires implementation and compliance with land and groundwater activity and use limitations at the H.O.D. Site. On November 12, 2003, U.S. EPA issued a Ready for Reuse Determination to the H.O.D. Site in accordance with U.S. EPA's Superfund Redevelopment Initiative. Following that Determination and under U.S. EPA oversight, portions of the H.O.D. Site were developed into what is now a sports complex for High School athletics for Antioch High School District 117 (the "Current Use"). U.S. EPA has completed three Five-Year Review (FYR) Reports for the H.O.D. Site, with the third FYR Report issued on September 24, 2015. The third FYR Report concluded that the remedy at the H.O.D. Site protects human health and the environment and is functioning as intended. The third FYR identified the need for final implementation of institutional controls in order to assure long term protectiveness.

C. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the H.O.D. Site.

D. The Administrative Record for the environmental response project at the H.O.D. Site (including the Property) is maintained at the U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Boulevard, Chicago, Illinois 60604. Persons may also contact FOIA Officer, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 for the Administrative Record or other information concerning the H.O.D. Site.

6. Grant of Covenant. Covenant Runs with the Land. Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall "run with the land" in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. Activity and Use Limitations. The following Activity and Use Limitations apply to the use of the Property. To the extent the ROD is modified, additional Explanations of Significant Differences are issued, or other changes are made to the ROD Remedy, this Environmental covenant shall be amended or modified in accordance with paragraphs 15 and 17(B) of this Covenant:

A. **Restricted land use:** All uses of the Property are prohibited except those compatible with the Current Use and with industrial land use. Examples of land uses that are prohibited include: residential uses; occupancy on a 24-hour basis; and uses to house, educate or provide care for children, the elderly, the infirm, or other sensitive subpopulations.

B. **Restricted groundwater use:** Except as required as part of a U.S. EPA or Illinois EPA approved response activity, construction of wells and activities that extract, consume, or otherwise use any groundwater are prohibited on the Property.

C. **No interference with ROD Remedy:** Except as required as part of a U.S. EPA or Illinois EPA approved activity and approved in writing by U.S. EPA or Illinois EPA, any activity within the boundaries of the Property that interferes or potentially could interfere with the ROD Remedy constructed and implemented at the H.O.D. Site is prohibited. Any earthwork which requires excavation of the cap must be conducted pursuant to a Health and Safety Plan which complies with applicable federal regulations. Any waste materials excavated must be properly disposed of or placed under the cap and the cap restored to specifications in the ROD Remedy.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EPA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the ROD Remedy (and any amendments or modifications thereto as approved by U.S. EPA or its successor agency) described in Paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the ROD Remedy (and any amendments or modifications thereto as approved by U.S. EPA or its successor agency) described in Paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;
- C. Verifying any data or information submitted to U.S. EPA or Illinois EPA by Grantor and Holders; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the ROD Remedy (and any amendments or modifications thereto as approved by U.S. EPA or its successor agency) described in Paragraph 5 above, or of any federal or state environmental laws or regulations.

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP), RCRA or other Federal and State law.

9. **Reserved rights of Grantor:** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use:** Other than the Current Use, no right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation:**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF LAKE COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new owner in fee, and the portion of the Property conveyed to that owner.

12. **Enforcement and Compliance.**

A. **Civil Action for Injunction or Equitable Relief.** This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. The Illinois Environmental Protection Agency;
- ii. The Holders of the Environmental Covenant; or
- iii. The U.S. Environmental Protection Agency.

B. **Other Authorities Not Affected. No Waiver of Enforcement.** All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into

by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA.

C. Former Owners and Interest Holders Subject to Enforcement. A fee owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the owner or other person which occurred during the time when the owner or other person was bound by this Environmental Covenant regardless of whether the owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses: This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties: Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Appendix C attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Appendix C.

15. Amendment or Termination. Except the Illinois EPA, U.S. EPA, all Holders and other signers waive the right to consent to an amendment or termination of the Environmental Covenant. This Environmental Covenant may be amended or terminated by consent only if the amendment or termination is signed by the Illinois EPA, U.S. EPA, Grantor and the current owner of the fee simple interest of the Property, unless waived by the Agencies.

16. Notices: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor/Holder:

Village of Antioch
Attn: James Keim, Village Administrator
874 Main Street, Antioch, Illinois 60002
With a copy to:

Waste Management of Illinois, Inc.
Legal Department, c/o Michelle Gale
720 E. Butterfield Road
Lombard, Illinois 60148

To Agencies:

United States Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, Illinois 60604

Illinois Environmental Protection Agency
Division of Legal Counsel
Attn: Uniform Environmental Covenant Counsel
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to owner in fee any termination, amendment or modification of this Environmental Covenant, the owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. The Illinois EPA;
- ii. The U.S. EPA;
- iii. Each person holding a recorded interest in the Property, including those interests in Appendix C;
- iv. Each person in possession of the Property; and
- v. Each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the owner in fee shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

18. Compliance Reporting. The owner shall submit to Illinois EPA reports that include confirmation of compliance with the Activity and Use Limitations provided in Paragraph 7 herein. The owner shall notify the U.S. EPA and Illinois EPA as soon as possible of any actions or conditions that would constitute a breach of the Activity and Use Limitations contained in Paragraph 7 herein. Additionally, the owner is required to submit to Illinois EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

"I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Environmental Covenant for [SUBJECT PROPERTY] remain in place. I am aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8))."

19. General Provisions:

A. Controlling law: This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation: If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions: The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

21. List of Appendices:

Appendix A – Map of the H.O.D. Site and map of the Property

Appendix B – Legal Description of Grantor parcels/Property

Appendix C – Title Commitment (List of Recorded Encumbrances)

[Signature Pages to follow]

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

THE VILLAGE OF ANTIOCH

By _____ (signature)

[Name of signer] _____ (print)

[Title] _____ (print)

State of Illinois)
) SS.
County of Lake)

On _____, 20 __, this instrument was acknowledged before me by,
(Name) _____, (Title) _____ of
_____ (company/entity) on behalf of The Village of Antioch.

_____(signature)

Notary Public
My Commissioner Expires _____

FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By _____ (signature)

John J. Kim, Director
Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on _____, 20____, by John J. Kim, Director of the Illinois Environmental Protection Agency, a state agency, on behalf of the State of Illinois.

_____ (signature)
Notary Public
My Commission Expires _____

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On behalf of the Administrator of the
United States Environmental Protection Agency

By: _____
Douglas Ballotti, Director
Superfund Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Douglas Ballotti, Director, Superfund Division, Region 5 of the United States Environmental Protection Agency.

_____ (signature)
Notary Public
My Commission Expires _____

Appendix A

Map of the H.O.D. Site and Map of the Property



Parcel ID	Parcel Number	Area	Owner	Zoning
1	02-09-300-011	43,995.600	WMIL	Commercial
2	02-09-300-012	0	Village of Antioch	Open Space
3	02-08-400-007	0	Village of Antioch	Open Space
4	02-08-400-018	1,292,220.468	WMIL	Commercial
5	02-08-400-019	2,709.432	WMIL	Commercial
6	02-08-400-020	592.416	WMIL	Commercial
7	02-08-400-021	204,030.684	WMIL	Commercial

LEGEND

- LIMITS OF WASTE (APPROX)
- PARCEL BOUNDARY
- ① PARCEL ID
- OLD LANDFILL
- NEW LANDFILL

NOTES:

1. THE MAJORITY OF THE SITE IS OPEN TO AND ROUTINELY UTILIZED BY THE PUBLIC IN ACCORDANCE WITH THE APPROVED END USE PLAN, OTHER THAN A GATE ACROSS THE SITE ACCESS ROAD FROM MCILLAN ROAD, AND GATE AND FENCING TO LIMIT ACCESS TO A SMALL AREA (APPROX. 15,000 SF) FOR LANDFILL APPURTENANCES (i.e., COMPRESSOR, FLARE, LEACHATE STORAGE TANK). THERE ARE NO ACCESS CONTROLS CURRENTLY AT THE SITE.

SOURCE NOTES:

1. PARCEL BOUNDARIES FROM LAKE COUNTY, IL GIS DIVISION OPEN DATA PORTAL, MAY 2019.
2. PARCEL INFORMATION FROM LAKE COUNTY WEBSITE, MAY 2019.
3. APPROXIMATE LIMITS OF WASTE, OLD AND NEW LANDFILL FROM "ENVIRONMENTAL MONITORING PLAN" BY RMT, DATED APRIL 2011.
4. AERIAL BACKGROUND FROM ARCMAP DATED 3/11/17.



SCALE: 1" = 200'

PROJECT NO.	25312005.19	DRAWN BY:	VP/RJC
DRAWN:	05/18/19	CHECKED BY:	MP
REVISED:	08/05/19	APPROVED BY:	

SCS ENGINEERS
2830 CARRY DRIVE MADISON, WI 53718-6751
PHONE: (608) 224-2830

SITE

HOD LANDFILL
VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS

ENVIRONMENTAL COVENANTS MAP

FIGURE

1



LEGEND

- LIMITS OF WASTE (APPROX)
- VILLAGE PROPERTY (APPROX)
- AREA OF IC IMPLEMENTATION

- X VOLATILE ORGANIC COMPOUNDS (VOCs) PRESENT AT CONCENTRATIONS ABOVE DRINKING WATER STANDARDS IN THE DEEP SAND AND GRAVEL AQUIFER (DSGA) AT US-30
- X VOCs PRESENT OCCASIONALLY AT CONCENTRATIONS ABOVE DRINKING WATER STANDARDS IN SHALLOW SAND AND GRAVEL UNIT (SSG) AT W-65

NOTES:

1. THE MAJORITY OF THE SITE IS OPEN TO AND ROUTINELY UTILIZED BY THE PUBLIC IN ACCORDANCE WITH THE APPROVED END USE PLAN. OTHER THAN A GATE ACROSS THE SITE ACCESS ROAD FROM MCWILLAN ROAD, AND GATE AND FENCING TO LIMIT ACCESS TO A SMALL AREA (APPROX. 15,000 SF) FOR LANDFILL APPURTENANCES (i.e., COMPRESSOR, FLARE, LEACHATE STORAGE TANK), THERE ARE NO ACCESS CONTROLS CURRENTLY AT THE SITE.

SOURCE NOTES:

1. VILLAGE PROPERTY BASED ON PARCEL INFORMATION FROM LAKE COUNTY WEBSITE, MAY 2019.
2. APPROXIMATE LIMITS OF WASTE FROM "ENVIRONMENTAL MONITORING PLAN" BY RMT, DATED APRIL 2011.
3. AERIAL BACKGROUND FROM ARCMAP DATED 3/11/17.

400 0 400

SCALE: 1" = 400'

PROJECT NO.	2521200519	DRAWN BY:	KP/RAG	ENGINEER	SCS ENGINEERS	SITE	HOD LANDFILL	ENVIRONMENTAL COVENANTS MAP --	FIGURE
DRAWN:	05/30/19	CHECKED BY:	MP		2830 DARTY DRIVE WILSON, IL 53118-6751		VILLAGE OF ANTIOCH, LAKE COUNTY, ILLINOIS	VILLAGE OF ANTIOCH	2
REVISED:	06/03/19	APPROVED BY:			PHONE: (808) 224-2830				

Appendix B

Legal Description of Grantor Parcels/Property

Appendix C

Title Commitment (List of Recorded Encumbrances)